CONTRACT SUMMARY SHEET

060706

RFS #	Contract #
316.01.012.09	GG-
State Agency	**State Agency Division**
Tennessee Commission on Children & Youth	316.01
Contractor Name	**Contractor ID # (FEIN or SSN)**
Shelby County Government	☒ C- or ☐ V- 626000841

Service Description

Juvenile Accountability Block Grant (JABG)

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
10/1/2008	9/30/2009	SUBRECIPIENT	16.523

Mark Each TRUE Statement

☒ Contractor is on STARS ☒ Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
316.01	604S	131	11	152	SA6

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009		182,558.00			182,558.00
TOTAL:		182,558.00			182,558.00

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
TOTAL:		
End Date:		

State Agency Fiscal Contact & Telephone #

Allen Staley, Shared Services Solutions 615-253-8992

State Agency Budget Officer Approval

J. Allen Staley

Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☐ NOT minority/disadvantaged
☐ Asian ☐ Female ☐ Native American ☐ OTHER minority/disadvantaged—

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

☐ RFP ☐ Competitive Negotiation ☒ Alternative Competitive Method
☐ Non-Competitive Negotiation ☐ Negotiation w/ Government (*e.g.*, ID, GG, GU) ☐ Other

Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

Each year TCCY develops and publishes application guidelines for Juvenile Accountability Block Grant programs. Eligible applicants submit applications which are forwarded to a State Advisory Board for review against standard criteria and approval by TCCY.

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE COMMISSION ON CHILDREN AND YOUTH
AND
SHELBY COUNTY GOVERNMENT

This Grant Contract, by and between the State of Tennessee, Tennessee Commission on Children and Youth, hereinafter referred to as the 'State" and Shelby County Government, hereinafter referred to as the "Grantee," is for the provision of Juvenile Accountability Block Grant (JABG) program services, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 626000841

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.

A.2. Purpose Areas. The Grantee, in collaboration with the Commission on Missing and Exploited Children, District Attorney General's Office and Juvenile Court, shall implement programs to reduce juvenile delinquency, increase accountability in the juvenile justice system and for juvenile offenders. The primary focus areas of the program are education and training, drug testing and counseling, prosecution of violent offenders, and psychological testing for court children, as further specified and detailed in Attachment C, Grantee's Proposal. The Grantee shall serve 5,000 at an average cost per child of $36.50.

A.3. Performance Tracking. The Grantee shall track performance using federally defined output and outcome measures for the single purpose area, as further specified and detailed in Attachment C, Program Narrative.

A.4. Additional Requirements. The Grantee shall comply with requirements regarding documentation, subcontracting, and criminal background and sex registry checks included in Attachment B, Additional Requirements.

A.5. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents included by reference shall govern in order of precedence as detailed below.

a. this Grant Contract and all of its attachments and exhibits, excluding the following items incorporated by reference;

b. the state grant proposal solicitation (resulting in this Grant Contract) and any associated amendments; and

c. the Grantee's Proposal attached hereto to elucidate the Grant Contract scope of services.

B. GRANT CONTRACT TERM:

B.1. Term. This Grant Contract shall be effective for the period commencing on 10/1/08 and ending on 9/30/09. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Grant Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than two (2) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment. If the term

extension necessitates additional funding beyond that which was included in the original Grant Contract, such funding will also be effected through an amendment.

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 Eighty-Two Thousand, Five Hundred Fifty-Eight Dollars ($182,558.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment A, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. 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 compensated 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 work, 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, to:

Tennessee Commission on Children and Youth
Andrew Johnson Tower, Ninth Floor
710 James Robertson Parkway
Nashville, TN 37243-0800

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

(1) Invoice/Reference Number (assigned by the Grantee);
(2) Invoice Date;
(3) Invoice Period (period to which the reimbursement request is applicable);
(4) Grant Contract Number (assigned by the State to this Grant Contract);
(5) Account Name: Tennessee Commission on Children and Youth;
(6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
(7) Grantee Name;
(8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
(9) Grantee Remittance Address;
(10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
(11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:

i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested

in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");

ii. Amount Reimbursed by Grant Budget Line-Item to Date;

iii. Total Amount Reimbursed under the Grant Contract to Date; and

iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.

b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:

(1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and

(2) not include any reimbursement requests for future expenditures.

c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.

d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract (including any adjustment pursuant to section C.7.a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the grant 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 cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to 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 grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, 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 Grant Contract period.

C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

C.11. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.

C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of 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 which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, 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, they shall contain, at a minimum, sections of this Grant Contract below 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 be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

a. No federal 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 federal 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 Form to Report Lobbying," 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 section 1352, title 31, *U.S. Code.*

D.8. 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 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.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the Tennessee Commission on Children and Youth." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees 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.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf). The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.13. 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.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial

records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.16. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/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 was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

D.17. 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 agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.

D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties 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.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.

D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.23. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.24. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

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, these special terms and conditions shall control.

E.2. 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Linda O'Neal, Executive Director
Tennessee Commission on Children and Youth
Andrew Johnson Tower, Ninth Floor
710 James Robertson Parkway
Nashville, TN 37243-0800
Linda.Oneal@state.tn.us
Telephone # 615-741-2633
FAX # 615-741-5956

The Grantee:

Heidi Verbeek, Project Director

Shelby County Government
160 North Main, Suite 850
Memphis, TN 38103
Heidi.verbeek@shelbycountytn.gov
Telephone #: 901-545-5404

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

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of 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.

E.4. Voluntary Buyout Program. The Grantee acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.

b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Grantee understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State grantee would not be appropriate, and in such cases the State may refuse Grantee personnel. Inasmuch, it shall be the responsibility of the State to review Grantee personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a grantee may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E. 5. 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.

E. 6. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

E.7. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the 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 shall be regarded as confidential information in accordance with the provisions of State law

and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Grantee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Grantee exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

IN WITNESS WHEREOF:

SHELBY COUNTY GOVERNMENT:

9/30/08

GRANTEE SIGNATURE **DATE**

A.C. WHARTON, JR., COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE COMMISSION ON CHILDREN AND YOUTH:

LINDA O'NEAL, EXECUTIVE DIRECTOR **DATE**

APPROVED:

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

ATTACHMENT A

GRANT BUDGET

(BUDGET PAGE 1)

Juvenile Accountability Block Grant Pass-Through Program

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 10/1/08, and ending 9/30/09.

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH [3]	TOTAL PROJECT
1	Salaries	84,914.00	9,435.00	94,349.00
2	Benefits & Taxes	21,006.00	2,334.00	23,340.00
4, 15	Professional Fee/ Grant & Award [2]	68,307.00	7,590.00	75,897.00.00
5	Supplies	8,330.00	926.00	9,256.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel/ Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
N/A	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by other budget line-items)	0.00	0.00	0.00
25	**GRAND TOTAL**	**182,558.00**	**20,284.00**	**202,842.00**

[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: www.state.tn.us/finance/rds/ocr/policy03.pdf).

[2] Applicable detail attached if line-item is funded.

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

ATTACHMENT A (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Commission on Missing and Exploited Children (COMEC) to receive the salary and fringe benefit of a Youth Programs Coordinator, Life Skills training sessions, the hotline will be funded, drug test kits and education materials and supplies and payroll services.	49,947.00
Professional fee for Juvenile Court computer system enhancements	18,360.00
TOTAL	68,307.00

ATTACHMENT B. ADDITIONAL REQUIREMENTS

1. **DOCUMENTATION-** To ensure that all sub-recipients are fully aware of the importance of maintaining written document, the following requirement statement is provided:

Department of Finance and Administration Policy 22 requires that all sub-recipients receiving state and/or federal funds from state departments, agencies, and commissions in Tennessee be monitored on a regular basis following monitoring guidelines established by the Department of Finance and Administration in consultation with the Comptroller of the Treasury. Core monitoring areas to be covered include: activities allowed or not allowed, civil rights, allowable costs/costs principles; eligibility; matching; level of effort, and earmarking; program income; cash management; Davis-Bacon Act; equipment and real property management; period of availability of funds; procurement, suspension and debarment; real property acquisition and relocation assistance; reporting; and special tests and provisions. Your contract will be monitored by TCCY following these guidelines. It is important that each sub-recipient receiving TCCY funds maintain written documentation to support program and fiscal activities included in your approved contract and application. The absence of written documentation could result in monitoring findings.

2. **SUBCONTRACTING-** Section D.5 of your TCCY contract states that "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, they shall contain, at a minimum, sections of this Grant Contract below 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 be the prime contractor and shall be responsible for all work performed." Please provide the information below if your agency seeks to subcontract.

a. Your completed sub-contract(s) before final execution. The Specialist will inform you within one week in writing if your subcontract has been approved.
b. A written rationale for entering into the sub-contract (i.e. lack of necessary expertise on staff, lack of staff time, etc.).
c. A description of the process used by your agency in selecting a particular sub-contract proposal (i.e. request for proposals, sole-source, referral, newspaper ad, etc.).
d. A description of the criteria used by your agency in selecting a particular sub-contractor (i.e. ratings sheet, interview results, etc.) and an explanation as to why a particular sub-contractor was selected.
e. If the agency signature on the sub-contract is to someone other than the signatory on your TCCY contract, a copy of the written authorization to enter into the sub-contract from the signatory to the person who signed the sub-contract.
f. An explanation from your agency if the sub-contractor recipient, or sub-contractor corporation officials, are related by birth or marriage to officers of your agency, staff members of your agency, or members of your authorizing board of commissions.

3. **CRIMINAL BACKGROUND & SEX REGISTRY CHECKS-** Beginning on July 1, 2004, TCCY is requiring that all staff and volunteers who provide direct services to minors, be required to undergo criminal background and sex registry checks prior to their employment or volunteer service. All documentation supporting the background and sex registry checks should be retained by the agency and available for monitoring review.

Face Sheet

ATTACHMENT C

nnessee Commission on Children and Youth
ıdrew Johnson Tower, Ninth Floor
0 James Robertson Parkway
shville, Tennessee 37243

JUVENILE ACCOUNTABILITY BLOCK GRANT
PASS THROUGH GRANT APPLICATION

Page 1 of 2 CJABG PT

Date Received (TCCY use only)	Application No. (TCCY use only) GG-08-22856-00 03-08

Applicant (name, address, phone#)	4. Implementing agency (name, address, phone)	6. Type of Application
elby County Government 0 North Main, Suite 850 mphis, TN 38103 1) 545-4500	Shelby County Government 160 North Main, Suite 850 Memphis, TN 38103 (901) 545-4500	Initial___ Continuation X Previous grant number: GG-08-22856-00
Head of Applying Agency ıme/title) A C Wharton, Jr., Mayor ıail: ac.wharton@shelbycountytn.gov	5. Project Director (name, address, phone) Heidi Verbeek 160 N. Main Memphis, TN 38103 (901) 545-5404 Email: heidi.verbeek@shelbycountytn.gov	7. Beginning Date: 10/1/2008 Ending Date: 9/30/2009
Financial officer (name, phone#) ichael Swift (901) 545-4449		8. Total number of pages in application 28

Project Title: **Shelby County JABG Program**

Brief project summary: (Do not attach additional pages.) Total number of children to be served: **5,000**

elby County Government with the Commission on Missing and Exploited Children, District Attorney General's Office and Juvenile urt will, through collaboration efforts, implement porgrams to reduce juvenile delinquency, increase accountability in the juvenile stice system and for juvenile offenders. The primary focus will be education and training, drug testing and counseling, prosecution violent offenders and psychological testing for court children.

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Total number of employees in implementing agency: **6500**

12. Applicant's Federal Identification Number: **62-6000841**

Proposed project budget summary ıst be consistent with Detailed Budget)	Federal Requested Amount		Cash Match	Total Budget	Approved Amount (for TCCY use only)
Personnel					
. Salaries	84,914		9,435	94,349	
. Fringe Benefits	21,006		2,334	23,340	
Equipment					
Travel					
Training					
Consultants & Contracted Providers	68,307		7,590	75,897	
Supplies and Operations	8,330		926	9,256	
Communications					
DGET TOTALS	$ 182,558		$ 20,284	$ 202,842	

RECEIVED 2008 JUN 27 AM 11 28 TENNESSEE COMMISSION ON CHILDREN & YOUTH

I, the undersigned authorized representative of the applicant, do submit this application on behalf of the applicant.
warded a grant to implement the provisions herein, I do certify that all applicable Federal and state laws, rules, and regulations applicable reto will be followed.

[signature] (DATE) 6/25/2008 6/26/08 (DATE) 6/25/2008

plicant signature and date Endorsed by head of implementing agency: signature and date

Mayor (Title) Mayor (Title)

omit one copy of complete application with original signatures and 14 copies (15 total).
-0099a (Rev. 3/03) RDA 1681

DETAILED BUDGET

BUDGET CATEGORY	Requested Federal Amount	Cash Match	Approved Amount (TCCY use only)
A. PERSONNEL: (Included title, annual salary, and % time devoted to Project) 1. Salaries	84,914	9,435	
2. Fringe Benefits (Itemize fringe benefits and costs)	21,006	2,334	
Sub-total	105,920	11,769	
B. EQUIPMENT: (Itemize with each unit cost)			
Sub-total	N/A		
C. TRAVEL: (Itemize travel expenses – local and out-of-state.)			
Sub-total	N/A		
D. Consultants: (List by name, type of services provided, fee, and other expenses per engagement)			
Commission on Missing and Exploited Children (COMEC) to receive the salary and fringe benefit of a Youth Programs Coordinator, Life Skills training sessions, the hotline will be funded, drug test kits and educations materials and supplies and payroll services paid for.	49,947	5,550	
Juvenile Court will enhance their computer system.	18,360	2,040	
Sub-total	68,307	7,590	
E. SUPPLIES AND OPERATIONS: (List all items within this category by major type – supplies, utilities, etc.)			
Juvenile Court will purchase educational and testing supplies for their GOAL program as well as Psychological testing supplies.	8,330	926	
Sub-total	8,330	926	
F. COMMUNICATIONS: (Includes land line, cellular service and Internet service)			
Sub-total	N/A		
G. Other: (Includes training, tuition, registration, materials, etc.)			
Sub-total	N/A		
H. BUDGET TOTALS	**182,558**	**20,284**	

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SHELBY COUNTY GOVERNMENT
BUDGET NARRATIVE 2008-2009

A. Personnel

1. Salary Federal $84, 914 Match $9,435 Total $94,349

Assistant District Attorney – 70% effort devoted to prosecuting violent crimes at Juvenile Court.

2. Fringe Federal $21,006 Match $2,334 Total $23,340

Assistant District Attorney – Fringe benefits requested are computed at a total cost of $23,340. The federal amount requested is $21,006 and the match is $2,334.

B. Equipment Federal $0.00 Match $0.00 Total $0.00

C. Travel Federal $0.00 Match $0.00 Total $0.00

D. Training Federal $0.00 Match $0.00 Total $0.00

E. Consultants Federal $68,307 Match $7,590 Total $75,897

COMEC SCG will contract with COMEC to receive the benefit of a Youth Programs Coordinator @ 100% effort to provide education and counseling to juveniles and parents. The total annual salary and fringe for the Coordinator are $36,192 and $6,988 respectively. The federal amounts requested for the Coordinator is $32,573 for salary and $6,289for fringe. The match be provided is $3,619 for salary and $699.00 for fringe. COMEC is requesting $83 of federal funds with a $9.00 match for a total of $92.00 for Travel for the Coordinator. Life skills training sessions will require $1,350 in federal funds, $150.00 in match funds for a total of $1,500.00. Drug test kits and educational materials and supplies will be purchased with $7,061 of federal funds, $784.00 match funds for total of $7,838. The Hotline will be funded with $486.00 of federal funds, $54.00 in match for a total of $540.00. COMEC will contract with Manpower for payroll services in the amount of $2,106 in federal funds, $234.00 in match for a total of $2,340. Juvenile Court will contract services for computer system enhancements with $18,360 in federal funds, $2,040 in match funds for a total of $20,400.

F. Supplies/Operations Federal $8,330 Match $926 Total $9,256

Educational and testing supplies are requested for Juvenile Court's GOAL program as well as Psychological supplies. The federal amount for the GOAL supplies is $2,250 federal funds, $250 match for a total of $2,500. The Psychological supplies breakdown is $6,080 federal funds, $676 match for a total of $6,756.

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G. Communications Federal $0.00 Match $0.00 Total $0.00

H. Budget Totals Federal $182,558 Match $20,284 Total $202,842

Match provisions: Each agency (primary and sub-recipient) will provide matching funds of 10% of the total project cost.

STATE OF TENNESSEE
TENNESSEE COMMISSION ON CHILDREN AND YOUTH
Andrew Johnson Tower, Ninth Floor
710 James Robertson Parkway
Nashville, Tennessee 37243-0800
(615) 741-2633 (FAX) 741-0800
1800-264-0904

Certification of Use of Juvenile Accountability Block Grant (JABG) Funds

Please check **ONE** of the following options:

I, A C Wharton, Jr._____, Chief Executive Officer of Shelby County choose To:

1 .**X** Accept the allocation of funds in the JABG Program in 2008. By accepting the amount of $139,644.00 of JABG funds, I certify that the funds will be expended under the terms and Conditions of the program. We understand and acknowledge that we are responsible for the expenses in accordance with state and federal regulations.

2. ___ Decline the allocation of funds in the JABG Program in 2008.

3. ___ *Waive the allocation of funds to another unit of local government (county, city or township), as indicated below. If exercising option 3, **PLEASE COMPLETE THIS PAGE ONLY AND MAIL IT TO THE ADDRESS BELOW.**

Agency to which funds are waived.	Contact Name:
Name:_____	Title:
Address:_____	Phone #: FAX: E-mail:
_____	
_____ Authorized signature	_____ Date
_____ Title	_____ County, City, or Township

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_____ Acceptance of award (signature)

April 29, 2008
Date

*Note: If you waive your funds to another local unit of government, you MUST receive services in return. If you receive waived funds from another local unit of government, you MUST provide services in return

STATE OF TENNESSEE
TENNESSEE COMMISSION ON CHILDREN AND YOUTH

Andrew Johnson Tower, Ninth Floor
710 James Robertson Parkway
Nashville, Tennessee 37243-0800
(615) 741-2633 (FAX) 741-5956
1-800-264-0904

Certification of Use of Juvenile Accountability Block Grant (JABG) Funds

Please check **ONE** of the following options:

I, Willie W. Herenton, Chief Executive Officer of Mayor City of Memphis (County, City, or Township) choose to:

1. ___ Accept the allocation of funds in the JABG Program in 2008. By accepting the amount of $42,914.00 of JABG funds, I certify that funds will be expended under the terms and conditions of the program. We understand and acknowledge that we are responsible for expenses in accordance with state and federal regulations.

2. ____ Decline the allocation of funds in the JABG Program in 2008.

3. x___ * Waive the allocation of funds to another unit of local government (county, city, or township), as indicated below. If exercising option 3, **PLEASE COMPLETE THIS PAGE ONLY AND MAIL IT TO THE ADDRESS BELOW.**

Agency to which funds are waved.

Name: Shelby County Gov.

Address: 160 N. Main St., Ste 850
Memphis, TN 38103

Authorized signature

Title MAYOR

Contact Name: Dottie Jones

Title: Director of Community Service

Phone #: 901-545-4576

FAX: 901-545-3796

E-mail: Dottie.Jones@shelbycountytn.gov

4/29/08
Date

City of Memphis
County, City, or Township

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Acceptance of award (signature)

Date

***Note: If you waive your funds to another local unit of government, you MUST receive services in return. If you receive waived funds from another local unit of government, you MUST provide services in return.**

STATE OF TENNESSEE

TENNESSEE COMMISSION ON CHILDREN AND YOUTH

Andrew Johnson Tower, Ninth Floor
710 James Robertson Parkway
Nashville, Tennessee 37243-0800
(615) 741-2633 (FAX) 741-5956
1-800-264-0904

Program Purpose Area Indication
JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG)
2008 – 2009 LOCAL ENTITLEMENT GRANTS

Check the Program Purpose Area this grant will support.
Please choose only **ONE** program purpose area

PROGRAM PURPOSE AREA (see descriptions on reverse side)

( ) 1. Graduated sanctions
( ) 2. Corrections/detention facilities
( ) 3. Court staffing and pretrial services
( ) 4. Prosecution: Hiring
( ) 5. Prosecution: Drugs, Gangs, Violence
( ) 6. Training for law enforcement and court staff
( ) 7. Juvenile gun courts
( ) 8. Juvenile drug courts
( ) 9. Juvenile records system
( ) 10. Information-Sharing Programs
(x) 11. Accountability-Based Programs
( ) 12. Risks and needs assessment
( ) 13. School safety
( ) 14. Restorative justice
( ) 15. Juvenile courts and probation
( ) 16. Detention/corrections personnel
( ) 17. Pre-release/post-release systems

* Construction requires a 50% cash match of total projected costs. **TCCY DOES NOT FUND CONSTRUCTION PROJECTS.**

I, A C Wharton, Jr., Mayor,
(Name/Title)

acting for Shelby County, Tennessee do certify that the above information is true:
(Name of City/County/Township)

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ASSURANCES

☐ 1. We have established a STATE ADVISORY BOARD MEMBERSHIP (SABM) in accordance with the Federal Guidelines (see attached list);
☐ 2. Our STATE ADVISORY BOARD MEMBERSHIP has developed a Coordinated Enforcement Plan and it is attached.
☐ 3. We have or (will have) the required cash match.

Authorized Signature:	Date: 6/26/08
Typed Name/Title: A C Wharton, Jr	Phone: 901-545-4500

LOCAL PLAN
Juvenile Accountability Block Grant 2008-2009
Memphis and Shelby County, Tennessee

Authorized Signature: _____
Larry K. Scroggs, State Advisory Membership Board Chairman

Coordinated Enforcement Plan for Reducing Juvenile Crime

I. Project Narrative

A. PURPOSE AREA # 11
Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies.

1. Nature, Scope and Degree of Problem
Juvenile Court of Memphis and Shelby County (MSC) is one of the largest specialized Juvenile Court in the country and serves children and families of the largest county (Shelby) in the State of Tennessee. Based on 2006 United States Census Bureau estimates, the population for Shelby County, TN is 911,438. Nearly one third of that population is attributed to persons under 18 years old. MSC Juvenile Court operates a hardware secure facility for juvenile defendants and detainees. The facility operates 24 hours a day for seven days a week. Juveniles Court's most recent statistical data reveals an overall downward trend in the number of juvenile complaints corresponding to fluctuating trends. A total of 12,344-delinquency cases came to the attention of the Court in 2007; a decrease of 2.65% from the 12,680 in 2006. Serious and violent delinquent offenses decreased from 1,154 in 2006 to 1,127 in 2007, down 2.3%. The Court recorded a slight decrease in juveniles charged with Murder- 1st Degree, 12 in 2007 down 14.4% from 2006. Incidents of Aggravated Robbery declined in 2007 to 258; reflecting a 20.6% decrease from 2006. Incidents of Aggravated Assault decreased from 295 in 2006 to 278 in 2007, whereas incidents of Aggravated Burglary increased from 351 in 2006 to 391 in 2007 representing an 11.4% increase.

During 2007 the Court handled a total of 18,771 children's cases – 12,344 delinquent, 1,678 unruly and runaway, 3,903 dependent and neglected, 736 other-custody cases, and 110 traffic offenses. To prevent and reduce juvenile delinquency, it is necessary to address not only the offenses that bring children to the attention of the juvenile justice

system, but also the underlying problems these children face, including mental health and substance abuse problems. The Court deems mental health as fundamental as physicals health to a child's complete development and well-being.

2. Addressing the Problem/Evidence Based Program

Comprehensive Approach

Shelby County Government, under the oversight of the local JABG State Advisory Board Membership, proposed a comprehensive approach to effectively address local juvenile accountability (system and offender) issues and underlying causes. The comprehensive approach of Shelby County's proposal will develop and expand partnerships to more effectively address local problems and underlying causes to identify solutions, create and enhance resources, increase accountability, and decrease future delinquency. All individual projects represented in this proposal are based on national models and/or evidenced based practices.

Project stakeholders, that include but are not limited to local business, non-profits, schools, and government, will pursue a coordinated approach in addressing accountability issues relating to juvenile delinquents of Memphis and Shelby County.

Target Population

The population served will include male and female juvenile delinquents and youth of multiple municipalities/towns that together form Shelby County, TN. The program will target youth from Memphis, Arlington, Bartlett, Collierville, Germantown, Lakeland and Millington of Shelby County. All programs of this proposal will address minority youth and will reflect consistency with mandatory JABG Purpose Areas as all partnering agencies are enabled to be more effective and efficient in holding juvenile offenders accountable and reduce recidivism.

Program Administration

Shelby County Government will administer the program under the oversight of the State Advisory Board Membership who bears ultimate oversight of the local JABG program. The responsibilities include, but are not limited to monitoring progress, performance and financial responsibility of the overall program and ensuring that proposed activities, being funded with JABG funds are geared toward reducing juvenile delinquency and promoting greater accountability in the juvenile justice system and for juveniles committing criminal offenses. The County's goal is to use the funds in a manner that will support and assist TCCY in complying with the Juvenile Justice Delinquency Prevention Act. Due to the culturally diverse composition of Memphis and Shelby County, culturally diverse and sensitive service providers, case managers, and volunteer educators will be used. Records of all projects will be maintained in a manner that ensures protection of all juveniles' right to privacy and confidentiality.

Program Implementation

Shelby County proposes to implement three (3) separate programs within its primary County monitored JABG program that are collectively designed to reduce juvenile

delinquency, effect improvements in the juvenile justice system, and increase accountability of juvenile offenders in the Memphis and Shelby County communities. All program activities will be implemented in the period, October 1, 2008-September 30, 2009 and will run simultaneously through the period. All supplies and/or equipment purchases will be made by March 30, 2009 or as indicated in the specific project narratives. Quarterly reports of all program activity and measurable outcomes will be submitted to TCCY within 30 days of the close of the quarter and upon special request.

The applicant, Shelby County Government (SC) proposes to implement a strategy developed to increase juvenile accountability. We request 2008-2009 JABG funds for the reduction of juvenile delinquency, improvement of the juvenile justice system, and increased accountability of juvenile offenders.

The County's overall program will focus on Purpose Area 11. Each partnering agency will address a separate purpose area as indicated below. The agencies' services provided and purpose areas chosen were selected to produce the greatest impact in addressing our local juvenile justice needs. Programs services will focus on purpose areas: 4, 12 and 15.

1. Shelby County District Attorney (DA) General (Purpose Area 4): The project has one goal – To hold violent juvenile offenders accountable for their behavior. The DA's office will accomplish this goal by effectively prosecuting juveniles that commit violent crimes. The TCCY continuation grant will assure that an experienced full-time assistance district attorney will be assigned to juvenile court to prosecute juvenile violent offenders. This project is associated with the Ohio evidenced-based program, RECLAIM that "provides for a balanced approach of enforcement, intervention, and prevention to hold juveniles accountable." The DA's program addresses the problem of an increasing caseload of violent juvenile offenders by assigning a well-training, experienced prosecutor on the DA's staff to Juvenile Court.

2. Commission on Missing and Exploited Children (COMEC) (Purpose Area 12): Continuation funding is requested for risk and needs assessment related activities. COMEC will continue funding a Youth Programs Coordinator that coordinates the various COMEC programs designed to divert children from the juvenile justice system through prevention and intervention programs with the primary focus being on children who are runaways, engaged in substance abuse or other deviant behavior patterns who are not detained or held by Juvenile Court of other law enforcement agencies. COMEC will also purchase drug and alcohol test kits, videos, and materials on subjects such as: anger management; decision making skills, and personal responsibility issues. The TCCY funding will also assist COMEC's Teen Drug Hotline, which is a hotline for teens and parents who need counseling or assistance regarding teen drug use/abuse. Program services will be modeled after the National Center for Missing and Exploited Children and the Drug Abuse Resistance Education program by disseminating information on missing children; helping to locate missing children, conducting seminars on child safety, participating in community events, providing parent and child counseling, issuing drug test kits, and providing a drug hotline.

3. Juvenile Court of Memphis and Shelby County (Purpose Area 15): Continuation funding is requested to assist the Greater Opportunities for Additional Learning (GOAL) Program with educational and recruiting supplies and materials to enhance educational instruction to detainees and to support the recruitment of diverse volunteer educators. Approximately 6,000 children are served annually under the leadership of the Administrator of the Volunteer Services Bureau. TCCY funding will also assist the Court's Office of Clinical Services (OCS), under the Administration of the Staff Psychologist with purchasing supplies for testing materials, which will serve roughly 700 children. Additionally, due to emerging program improvements throughout the Court, continuation of computer system enhancements will enable Court staff to more effectively achieve interagency information sharing, quality assurance, exception reports, compatibility with other systems, and maximize scanning capabilities.

Overall Purpose Area to be Addressed

PPA 11: Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by laws enforcement personnel or agencies.

Goal and Objectives of the Project

1. **Goals:**

   To reduce juvenile delinquency, increase accountability within the juvenile justice system and for establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies.

2. **Objectives:**

   Output Measures

   Number and percent of staff trained in accountability programming
   Number of hours of training about accountability programming
   Number of supervision meetings per youth per month

   Outcome Measures

   Number and percent of youth to complete accountability program successfully
   Number of youth referrals across departments, organizations, agencies, or units
   Number of days of program participation per youth.
   Average percent of days youth received treatment/services
   Number and percent of youth assigned to alternatives to detention.

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1. **Project Evaluation:**

   Shelby County Government will administer and monitor progress of each individual agencies providing services under the County's program and each of the partnering agencies will be responsible for collecting data at the point of service to aid in the evaluation of performance and effectiveness of services provided and to help ensure the efficient use of resources. All agencies will transfer data to a report and a TCCY financial report for quarterly submission to the Shelby County Government Grants Department. Additionally, the local State Advisory Board Membership will meet quarterly to hear reports on the progress of the agencies and overall program.

Program activities will be adjusted, within the original scope of the program, to achieve the greatest impact in establishing and maintaining accountability based programs designed to reduce recidivism.

II. PROJECT PERSONNEL

1. **% Time devoted to the Project**
   All applicant staff will devote 100% time to the project. The District Attorney General's Office will assign a prosecutor to Juvenile Court to prosecute violence crimes and will devote 100% time to the project but will receive 70% of the annual salary and fringe from this grant. The Greater Opportunity for Additional Learning (GOAL) Coordinator, employed by the applicant Juvenile Court of Memphis and Shelby County (JC) will work 20 hours weekly to coordinate the program and staff in delivering services to approximately 5,000 children in Detention annually. The Coordinator will develop lesson plans to be delivered by volunteer educators as well as recruit volunteers as indicated. A Youth Programs Coordinator will be contracted through the Commission on Missing and Exploited Children. The counselor will work 40 hours weekly at 100% time devoted to the project to provide assistance in diverting youth and families from the juvenile justice system by providing counseling, substance abuse referrals and community education.
2. **Degrees and Diplomas:** Program staff has earned degrees and diplomas in the following areas: law, human resource development, public administration, small business management, and education.
3. **Personnel Qualifications**
   All personnel will possess the ability to effectively communicate. The prosecutor will possess a JD and a license to practice law in the state of TN. The Youth Coordinator will possess the following knowledge, skills and abilities: ability to evaluate curriculum suitable to meet the needs of the intended audience; ability to effectively deliver educational services and to evaluate the success of educational services provided.
4. **Other Personnel Not Paid Through the Grant**
   The office of Grants Coordination and Management will monitor the grant and perform administrative functions for the grant such as preparing and submitting all comprehensive financial, progress and performance reports, Juvenile Court will also provide a Grants Coordinator. Len Edwards, COMEC Executive Director, will monitor drug counseling sessions and overall operation of the JABG program. SC Grants Accounting will monitor grant revenue and expenses for the SC JABG grants accounts. An accountant from the DA's office will prepare financial reports and the Deputy District Attorney will supervise the prosecutor assigned to prosecute violent cases.
5. **Organizational Chart**
   An organizational chart is on file at Shelby County Government and its primary partners. Primary partner agencies are Commission on Mission and Exploited Children, Juvenile Court, and the District Attorney General's Office.

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III. State Advisory Board Membership

The current advisory board membership is comprised of representatives from both City and County government agencies (police, sheriff, Juvenile Court, District Attorney General's Office) business and nonprofit). There are currently 27 members participating on the board, 15 voting and 12 non-voting. Multiple cities in Shelby County such as Bartlett, Collierville, Germantown, and Millington are represented on the Board, which is culturally diverse as is Shelby County's juvenile population.

IV. Past Accomplishments

Shelby County Government has received state funding for the JABG program and has successfully implemented the program for the past five years. Recent past successes include the following accomplishments: GOAL program- The program, featured on the Volunteer Memphis website and utilizing 20 permanent volunteers, annually served approximately 5,000 juveniles in detention. The program has expanded it courses to address issues of anger management, communication skills, job search skills, sexually transmitted diseases, drugs and gang involvement. The District Attorney General's Office has been working closely with Memphis City Schools to implement the new "Fresh Start Truancy Initiative". The program seeks to intervene more quickly in the life of a truant student to address fundamental issues that affect truancy.

V. Future Funding Strategies

Future funding sources include the general operating budgets of Shelby County, private and community foundations, other state and federal funding allocated for juvenile crime or general crime prevention. Funding from local corporations will be sought as well.

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Memphis & Shelby County State Advisory Board Membership (SABM)
Juvenile Accountability Block Grant (JABG)
Thursday, April 24, 2008, 10:00 a.m.

PLEASE SIGN IN WITH BLUE INK:

Susan Adams, Executive Director Memphis Area Community Solutions Ph: (901) 543-4600 F: (901) Email: susan.adams@msccsa.com Signature: _____ **REPRESENTATIVE #8 (Non Profit)**	Mamie Jones, Grants Coordinator Juvenile Court Ph: (901) 405-8787 F: (901) 405-8839 Email: mjones@shelbyjuvenilecourt.com Signature: Mamie Jones
Bill Bradham, Accreditation Manager/Research and Grant Coordinator Ph: (901) 457-2573 F: (901) 457-2575 Email: bbradham@ci.collierville.tn.us Signature: _____ **REPRENSENTATIVE # 1 (Police)**	Chestine Bradley, Alcohol & Drug Counselor COMEC Ph: (901) 405-8441 F: (901) 405-8542 Email: bradley-c@shelbyjuvenilecourt.com Signature: _____
Rodney Bright, Inspector Germantown Police Department Ph: (901) 757-7321 F: (901) 757-7303 Cell: (901) 508-0248 Email: rbright@ci.germantown.tn.us Signature: _____ **REPRENSENTATIVE # 1 (Police)**	Leticia Bush Memphis City Schools Ph: (901) 416-6260 F: (901) 416-7611 Email: BushL1@mcsk12.net Signature: _____
Priscilla Campbell, CAO District Attorney General's Office Ph: (901) 545-5955 F: (901) 527-7950 Email: priscilla.campbell@scdag.com Signature: _____ **REPRESENTATIVE # 3 (Prosecutor)** ***Proxy: Dana Dockery***	Ronnie Clark, Youth Service Coordinator Bartlett Police Department Ph: (901) 388-5500 ext. 318 F: (901) Email: rclark@bartlettpolice.org Signature: _____ **REPRESENTATIVE # 1 (Police)**
Robin Collins, Grants Manger Shelby County Government Ph: (901) 545-4474 F: (901) 545-4473 Email: robin.collins@shelbycountytn.gov Signature: _____	Dana Dockery, Accounting Manger District Attorney General's Office Ph: (901) 545-2263 F: (901) 545-3937 Email: dana.dockery@scdag.com Signature: Dana Dockery

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Len Edwards, Executive Director MPD (Sgt)/COMEC Ph: (901) 405-8441 F: (901) 405-8542 Email: comec@comec.org Signature: _____ **REPRESENTATIVE #8 (Non Profit)** ***Proxy: Chestine Bradley***	Fran Gonzales, YSB Deputy Administrator Juvenile Court Ph: (901) 405-8598 F: (901) 405-8859 Email: Gonzal-F@shelbyjuvenilecourt.com Signature: _____
Brenda Johnson, Administrator of Finance and Purchasing Juvenile Court Ph: (901) 405-8433 F: (901) 405-8839 Email: johnso-b@shelbyjuvenilecourt.com Signature: _____	Denise Keys Johnson, Coordinator Blue Ribbon Plan Memphis City Schools Ph: (901) 416-5036 F: (901) Email: johnsond1@mcsk12.net Signature: _____ **REPRESENTATIVE # 6 (City Schools)** ***Proxy: Leticia Bush***
Judy McEwen, VSB Administrator Juvenile Court Ph: (901) 405-8863 F: (901) 405-8839 Email: Jmcewen@shelbyjuvenilecourt.com Email: Signature: _____	Trent McVay, Dir of Intervention Alternative Srvs Shelby County Schools Ph: (901) 321-2681 F: (901) 321-2660 Email: tmcvay@scsk12.org Signature: _____ **REPRESENTATIVE # 6 (County Schools)** ***Proxy: Patience Lewis***
Jatasha Haralson, Grants Coordinator Shelby County Sheriff's Office Ph: (901) 545-5591 F: (901) 545-3393 Email: Jatasha.haralson@shelby-sheriff.org Signature: _____ **REPRESENTATIVE # 2 (Sheriff)** Rod Bowen	~~Brenda Patterson, Lieutenant~~ Julie Nations Memphis Police Department Ph: (901) ~~576-4880~~ 545-3404 F: (901) ~~576-4826~~ 545-2015 Email: ~~Bpatterson@memphis.tn.gov~~ julie.nations@memphistn.gov Signature: _____ **REPRESENTATIVE # 1 (Police)**
Bill Powell, Criminal Justice Coordinator Shelby County Government Ph: (901) 545-2467 F: (901) 545-2483 Email: bill.powell@shelbycountytn.gov Signature: _____ Proxy: Sherry Schedler	Tully Reed, Police Sergeant Millington Police Department Ph: (901) 873-3886 ext. 132 F: (901) 873-2161 Email: treed@millingtonpolice.org Signature: _____ **REPRESENTATIVE # 1 (Police)**
Wain Rubenstein, YSB Administrator Juvenile Court Ph: (901) 405-8465 F: (901) 405-8859 Email: rubens-w@shelbyjuvenilecourt.com Signature: _____ **REPRESENTATIVE #4 (Local Probation Services)** ***Proxy: Fran Gonzales***	Traci Sampson, Consultant Consilience Group, LLC Ph: (901) 312-5529 F: (901) 522-9340 Email: traci@consilicencegroup.com Signature: _____ **REPRESENTATIVE #7 (Business)**

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Sherry Schedler, Manager Juvenile Court Ph: (901) 405-8526 F: (901) 405-8839 Email: sschedler@shelbyjuvenilecourt.com **Signature:** Sherry Schedler	TaJuan Stout-Mitchell Office of Intergovernmental Relations City of Memphis Ph: (901) 576-6596 F: (901) 576- Email: TaJuan.StoutMitchell@memphistn.gov Signature: TaJuan S Mitchell **REPRESENTATIVE - City Government (Mayor)**
Heidi Verbeek, Deputy Director SCG Community Services/Crime Victims Center Ph: (901) 545-4357 F: (901) 545-4208 Email: heidi.verbeek@shelbycountytn.gov Signature: Heidi Verbeek **REPRESENTATIVE #8 (Non Profit)** ***Proxy: Alicia Denton***	Larry Scroggs, CAO Juvenile Court Ph: (901) 405-8518 F: (901) 405-8839 Email: scroggs-l@shelbyjuvenilecourt.com Signature: _____ **REPRESENTATIVE #5 (Juvenile Court)** ***Proxy: Sherry Schedler***
Alicia Denton SCG Community Services/Crime Victims Center Ph: (901) 545-4357 F: (901) 545-4208 Email: Signature: _____	Trisha Monteil, Executive Secretary Juvenile Court Ph: (901) 405-8518 F: (901) 405-8839 Email: Signature: Trisha Monteil
Name: Pamela Jackson Smith Agency: City of Mphs Ph: (901) 576-6518 F: (901) Email: Signature: Pamela J. Smith	Name: Priscilla Campbell Agency: District Attorney Ph: (901) 545-9555 F: (901) .. Email: priscilla.campbell@scdag.com Signature: Priscilla Campbell
Name: Bill Gibbons Agency: Ph: (901) F: (901) Email: Signature: Bill Gibbons	Name: Zamira Whitfield Agency: TCCY Ph: ~~(901)~~ 615-532-1582 F: (901) Email: Signature: Zamira Whitfield

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MINUTES
MEMPHIS AND SHELBY COUNTY
STATE ADVISORY BOARD (SAB)
JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG)

A regular meeting of the Memphis and Shelby County State Advisory Board (SAB) was held at Juvenile Court of Memphis and Shelby County, 616 Adams, Memphis, Tennessee on Thursday, April 24, 2008 at 10:00 a.m., Room 307.

Sherry Schedler called the meeting to order at 10:08 a.m. The following individuals attended:

William Bradham	Robin Collins	Priscilla Campbell	Dana Dockery
Mamie Jones	Len Edwards	Rod Bowers	Jatasha Haralson
Fran Gonzales	Trent McVay	Julie Nations	Sherry Schedler
Heidi Verbeek	Pamela Small	Bill Gibbons	Tajuan Stout-Mitchell
Zanira Whitfield	Trisha Monteil		

Sherry Schedler welcomed participants and made opening remarks.

Minutes

The minutes from the previous meeting of March 7, 2008 were reviewed. A motion was made to approve the minutes by Heidi Verbeek, seconded by Fran Gonzales, and unanimously approved.

Robin Collins advised Mayor Herenton has the waiver letter and believes he will agree to waive their funding.

With the City's portion, the total allocation we will receive is $182,558 and the total amount requested is $26,519 over the allocation.

Participants were asked to make voluntary reductions in their proposals.

Priscilla Campbell suggested everyone voluntary decrease their requested funding by 12.67%, which will cover the deficit.

Len Edwards and representatives from the Sheriff's Department agreed with Ms. Campbell's suggestion.

Robin Collins explained Ms. Zanira Whitfield, TCCY, determined the Sheriff's Department is not eligible for funding based on the juveniles housed in their facility are now considered to be in the adult system.

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Rod Bowers, Sheriff's Department, asked for some time to allow him get clarity on this issue. At this time, the group took a break and allowed Mr. Bowers to contact TCCY.

Mr. Bowers explained Ms. Stafford, TCCY, would try to have an answer for him by this afternoon.

Participants discussed the intended length of funding for continuing projects.

Tajuan Stout-Mitchell discussed the AG's position and suggested the group advocate for the inclusion of the Juvenile Prosecutor position in the County's general fund.

General Gibbons agreed and advised they have requested this position in their budget proposal for the last two years. He explained the Commission has not approved the position and it appears that it will not be approved this fiscal year.

A motion was made by Tajuan Stout Mitchell to remove the Sheriff's Department proposals in compliance with the TCCY ruling, and if their appeal to TCCY is successful, we will allow them to apply for funding next year. Trent McVay seconded this motion. – **THIS MOTION WAS WITHDRAWN BY TAJUAN STOUT-MITCHELL**

A motion was made by Tajuan Stout-Mitchell to support the reduction of 12.67% across the board as recommended by Priscilla Campbell if the Sheriff's Department is successful in their appeal, but if they are not successful, they will withdrawal their proposals and the funding will be restored. Le n Edwards seconded this motion. – **PASSED**

A motion was made by Priscilla Campbell that in the event Sheriff's Department withdraws their proposals, the remaining funding be split between COMEC and Juvenile Court. Tajuan Stout-Mitchell seconded this motion. – **PASSED**

Tajuan Stout-Mitchell noted that this would be Robin's last meeting and thanked him for his hard work.

Meeting adjourned.

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SUMMARY - TOTAL SHELBY COUNTY GOVERNMENT

EMPLOYEE UTILIZATION ANALYSIS
Permanent Full-Time Work Force

OCCUPATIONAL CATEGORY	TOTAL	FEMALE						MALE					
		Black		Other		White		Black		Other		White	
		#	%	#	%	#	%	#	%	#	%	#	%
OFFICIALS/ADMINISTRATORS	626	147	23.5	3	0.5	98	15.7	111	17.7	2	0.3	265	42.3
PROFESSIONALS	995	410	41.2	11	1.1	144	14.5	215	21.6	6	0.6	209	21.0
TECHNICIANS	271	75	27.7	3	1.1	35	12.9	55	20.3	3	1.1	100	36.9
PROTECTIVE SERVICE	1822	694	38.1	2	0.1	44	2.4	733	40.2	9	0.5	340	18.7
PARA-PROFESSIONALS	33	19	57.6			6	18.2	4	12.1			4	12.1
ADMINISTRATIVE SUPPORT	902	664	73.6	3	0.3	165	18.3	32	3.5	2	0.2	36	4.0
SKILLED CRAFT	147							56	38.1	2	1.4	89	60.5
SERVICE MAINTENANCE	170	53	31.2			2	1.2	86	50.6			29	17.1

ANNUAL SALARY RANGE (In Thousands)	TOTAL	FEMALE						MALE					
		Black		Other		White		Black		Other		White	
		#	%	#	%	#	%	#	%	#	%	#	%
$ 0.1 -- 15.9	25	4	16.0			5	20.0	11	44.0			5	20.0
16.0 -- 19.9	4			1	25.0	1	25.0	2	50.0				
20.0 -- 24.9	170	140	82.4			16	9.4	11	6.5			3	1.8
25.0 -- 32.9	1037	651	62.8	2	0.2	121	11.7	183	17.6	1	0.1	79	7.6
33.0 -- 42.9	1096	491	44.8	1	0.1	118	10.8	371	33.9	4	0.4	111	10.1
43.0 -- 54.9	1883	654	34.7	10	0.5	113	6.0	578	30.7	14	0.7	514	27.3
55.0 -- 69.9	412	69	16.7	3	0.7	47	11.4	97	23.5	2	0.5	194	47.1
70.0 -- Plus	339	53	15.6	5	1.5	73	21.5	39	11.5	3	0.9	166	49.0
GRAND TOTALS	4966	2062	41.5	22	0.4	494	9.9	1292	26.0	24	0.5	1072	21.6

Source of information: EEO-4 Reports for Shelby County Government, period ending 3/31/08.

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TOTAL SHELBY COUNTY GOVERNMENT

EMPLOYEE UTILIZATION ANALYSIS
Other Than Permanent Full-Time

OCCUPATIONAL CATEGORY	TOTAL	FEMALE						MALE					
		Black		Other		White		Black		Other		White	
		#	%	#	%	#	%	#	%	#	%	#	%
OFFICIALS/ADMINISTRATORS	96	39	40.6	1	1.0	19	19.8	16	16.7	1	1.0	20	20.8
PROFESSIONALS	667	402	60.3	1	0.1	105	15.7	61	9.1	3	0.4	95	14.2
TECHNICIANS	63	33	52.4	1	1.6	11	17.5	13	20.6			5	7.9
PROTECTIVE SERVICE	39	10	25.6			15	38.5	7	17.9			7	17.9
PARA-PROFESSIONALS	208	182	87.5	5	2.4	8	3.8	12	5.8	1	0.5		
ADMINISTRATIVE SUPPORT	479	298	62.2	5	1.0	80	16.7	33	6.9	1	0.2	62	12.9
SKILLED CRAFT	5							1	20.0			4	80.0
SERVICE MAINTENANCE	109	60	55.0			2	1.8	43	39.4			4	3.7

ANNUAL SALARY RANGE (In Thousands)	TOTAL	FEMALE						MALE					
		Black		Other		White		Black		Other		White	
		#	%	#	%	#	%	#	%	#	%	#	%
$ 0.1 -- 15.9													
16.0 -- 19.9													
20.0 -- 24.9													
25.0 -- 32.9													
33.0 -- 42.9													
43.0 -- 54.9													
55.0 -- 69.9													
70.0 -- Plus													
GRAND TOTALS	1666	1024	61.5	13	0.8	240	14.4	186	11.2	6	0.4	197	11.8

Source of information: EEO-4 Reports for Shelby County Government, period ending 3/31/08.

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BUDGET NARRATIVE

A. Personnel

1. Salary Federal $84, 914 Match $9,435 Total $94,349

Assistant District Attorney – 70% effort devoted to prosecuting violent crimes at Juvenile Court.

2. Fringe Federal $21,006 Match $2,334 Total $23,340

Assistant District Attorney – Fringe benefits requested are computed at a total cost of $23,340. The federal amount requested is $21,006 and the match is $2,334.

B. Equipment	Federal $0.00	Match $0.00	Total $0.00
C. Travel	Federal $0.00	Match $0.00	Total $0.00
D. Training	Federal $0.00	Match $0.00	Total $0.00
E. Consultants	Federal $68,307	Match $7,590	Total $75,897

COMEC SCG will contract with COMEC to receive the benefit of a Youth Programs Coordinator @ 100% effort to provide education and counseling to juveniles and parents. The total annual salary and fringe for the Coordinator are $36,192 and $6,988 respectively. The federal amounts requested for the Coordinator is $32,573 for salary and $6,289 for fringe. The match be provided is $3,619 for salary and $699.00 for fringe. COMEC is requesting $83 of federal funds with a $9.00 match for a total of $92.00 for Travel for the Coordinator. Life skills training sessions will require $1,350 in federal funds, $150.00 in match funds for a total of $1,500.00. Drug test kits and educational materials and supplies will be purchased with $7,061 of federal funds, $784.00 match funds for total of $7,838. The Hotline will be funded with $486.00 of federal funds, $54.00 in match for a total of $540.00. COMEC will contract with Manpower for payroll services in the amount of $2,106 in federal funds, $234.00 in match for a total of $2,340. Juvenile Court will contract services for computer system enhancements with $18,360 in federal funds, $2,040 in match funds for a total of $20,400.

F. Supplies/Operations Federal $8,330 Match $926 Total $9,256

Educational and testing supplies are requested for Juvenile Court's GOAL program as well as Psychological supplies. The federal amount for the GOAL supplies is $2,250 federal funds, $250 match for a total of $2,500. The Psychological supplies breakdown is $6,080 federal funds, $676 match for a total of $6,756.

G. Communications	Federal $0.00	Match $0.00	Total $0.00
H. Budget Totals	Federal $182,558	Match $20,284	Total $202,842

Match provisions: Each agency (primary and sub-recipient) will provide matching funds of 10% of the total project cost.

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PROJECT PERSONNEL

1. **% Time devoted to the Project**
   All applicant staff will devote 100% time to the project. The District Attorney General's Office will assign a prosecutor to Juvenile Court to prosecute violence crimes and will devote 100% time to the project but will receive 70% of the annual salary and fringe from this grant. The Greater Opportunity for Additional Learning (GOAL) Coordinator, employed by the applicant Juvenile Court of Memphis and Shelby County (JC) will work 20 hours weekly to coordinate the program and staff in delivering services to approximately 5,000 children in Detention annually. The Coordinator will develop lesson plans to be delivered by volunteer educators as well as recruit volunteers as indicated. A Youth Programs Coordinator will be contracted through the Commission on Missing and Exploited Children. The counselor will work 40 hours weekly at 100% time devoted to the project to provide assistance in diverting youth and families from the juvenile justice system by providing counseling, substance abuse referrals and community education.

2. **Degrees and Diplomas:** Program staff has earned degrees and diplomas in the following areas: law, human resource development, public administration, small business management, and education.

3. **Personnel Qualifications**
   All personnel will possess the ability to effectively communicate. The prosecutor will possess a JD and a license to practice law in the state of TN. The Youth Coordinator will possess the following knowledge, skills and abilities: ability to evaluate curriculum suitable to meet the needs of the intended audience; ability to effectively deliver educational services and to evaluate the success of educational services provided.

4. **Other Personnel Not Paid Through the Grant**
   The office of Grants Coordination and Management will monitor the grant and perform administrative functions for the grant such as preparing and submitting all comprehensive financial, progress and performance reports, Juvenile Court will also provide a Grants Coordinator. Len Edwards, COMEC Executive Director, will monitor drug counseling sessions and overall operation of the JABG program. SC Grants Accounting will monitor grant revenue and expenses for the SC JABG grants accounts. An accountant from the DA's office will prepare financial reports and the Deputy District Attorney will supervise the prosecutor assigned to prosecute violent cases.

5. **Organizational Chart**
   An organizational chart is on file for the applicant agency and its primary partners. Primary partner agencies are Commission on Mission and Exploited Children, Juvenile Court, and the District Attorney General's Office.

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PAST ACCOMPLISHMENTS

Shelby County Government has received state funding for the JABG program and has successfully implemented the program for the past five years. Recent past successes include the following accomplishments: GOAL program- The program, featured on the Volunteer Memphis website and utilizing 20 permanent volunteers, annually served approximately 5,000 juveniles in detention. The program has expanded it courses to address issues of anger management, communication skills, job search skills, sexually transmitted diseases, drugs and gang involvement. The District Attorney General's Office has been working closely with Memphis City Schools to implement the new "Fresh Start Truancy Initiative". The program seeks to intervene more quickly in the life of a truant student to address fundamental issues that affect truancy.

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FUTURE FUNDING STRATGIES

Future funding sources include the general operating budgets of Shelby County, private and community foundations, other state and federal funding allocated for juvenile crime or general crime prevention. Funding from local corporations will be sought as well.

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State of Tennessee
Tennessee Commission on Children and Youth
JABG Pass-Through Grants
Certified Assurances

♦ Applicant agrees that no person, including prevention policy board members, project staff, and participants, on the basis of race, color, national origin, age, or handicap, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the program receiving Federal JABG Pass-Through funding.

♦ Applicant agrees to employ culturally sensitive and competent staff and to ensure that ongoing training is provided.

♦ Applicant agrees to comply with all requirements of the Americans with Disabilities Act (ADA).

♦ Applicant agrees to maintain the confidentiality of all records of youth involved with the project and to keep such records in a secured location with limited access.

♦ Applicant agrees that project staff will interact with the TCCY Regional Coordinators, including participation with the Regional Council.

♦ Applicant agrees to make a presentation to the Tennessee Commission on Children and Youth relative to the progress and activities of the project, if requested.

♦ Applicant agrees that Federal JABG Pass-Through funds will not be used to supplant local, state, or other funding which has been decreased or discontinued.

♦ Applicant assures that a JUVENILE CRIME ENFORCEMNT COALITION has been convened prior to submission of this application, has developed and approved the application, and will be the decision-making body for the implementation of this project; and that a complete list of JUVENILE CRIME ENFORCEMNT COALITION members has been completed using the form provided in this application.

Signature of Authorized Official

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ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements—28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the Federal Sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental protection Agency's (EPA-list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

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Signature

6/26/08
Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal 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 Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

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(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Shelby County Government
160 North Main Suite 801
Memphis, TN 38103-1812

62-6000841

2. Application Number and/or Project Name

Shelby County JABG Program

3. Grantee IRS/Vendor Number

A C Wharton, Jr

4. Typed Name and Title of Authorized Representative

Mayor

5. Signature

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6. Date

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*U.S. Government Printing Office: 1996 - 405-037/40014

Juvenile Court of Memphis and Shelby County

616 ADAMS AVENUE MEMPHIS, TENNESSEE 38105

CURTIS S. PERSON
JUDGE

May 6, 2008

Mrs. Linda O'Neal, Executive Director
Tennessee Commission on Children and Youth
Andrew Johnson Tower, 9th Floor
710 James Robertson Parkway
Nashville, TN 37243-0800

Dear Mrs. O'Neal:

I am pleased to learn that Shelby County Government is applying for Juvenile Accountability Block Grant (JABG) funds on behalf of children and families in our community. Shelby County's proposal seeks funding for projects that help our local community reduce juvenile delinquency and promote greater accountability within the juvenile justice system.

The full proposal calls for funding projects on behalf of Juvenile Court of Memphis and Shelby County, Shelby County District Attorney General, and the Commission on Missing and Exploited Children (COMEC). All projects enhance services to children and families in accordance with federal guidelines and are approved by the local State Advisory Membership Board (SAMB).

The Court's individual proposal, Strengthening Youth Services, will provide supplies and computer system enhancements. Educational and recruiting supplies will assist the Greater Opportunities for Additional Learning (GOAL) Program, which served thousands of youth last year. GOAL is an impressive example of how funding is maximized using local solutions for local problems. Psychological testing supplies will augment the Court's Staff Psychologist and Office of Clinical Services with needed materials. Computer system enhancements increase our ability to meet the demand as juvenile justice moves toward improved information sharing across categories and systems.

Shelby County proposes to utilize 2008-2009 JABG funds to implement projects subsequent to mandated program purpose areas, evidenced-based strategies, and best practice research. All SAMB approved projects assist Juvenile Court in community wide delinquency prevention and intervention efforts, while promoting greater accountability within the juvenile justice system. I wholeheartedly support Shelby County's complete proposal and hope you will give it your full consideration. Please contact me if further assistance is needed.

Sincerely,

Curtis S. Person

Curtis S. Person

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STATE OF TENNESSEE
TENNESSEE COMMISSION ON CHILDREN AND YOUTH
Andrew Johnson Tower, Ninth Floor
710 James Robertson Parkway
Nashville, Tennessee 37243-0800
(615) 741-2633 (FAX) 741-5956
1-800-264-0904

September 2, 2008 ****VIA CERTIFIED MAIL****

Mr. Robin Collins
Shelby County Government
160 North Main Street, Suite 1150
Memphis, TN 38103

RE: Juvenile Accountability Block Grant #CJABG PT 03-08

Dear Mr. Collins:

This is to inform you that the Tennessee Commission on Children and Youth (TCCY) will award your agency JABG funds in the amount of **$182,558**. Please be aware, due to the reduction again in JABG funds for 2009-10, you can expect to receive no more than half of the amount you received this year. By informing you a year in advance, as we state in the application package each year, you will need to acquire funds to maintain your program in the future. This amount includes funds waived from the City of Memphis. Please remember that you must make your services available to the areas that waived money to you. The grant period begins October 1, 2008, and ends September 30, 2009. The special conditions, recommendations, or unallowable expenses for this grant are listed below:

- **Past Accomplishments needs more information regarding results**
- **Future Funding needs more explanation**
- **Submit a list of all members on the Advisory Board with original signatures**
- **Describe psychological supplies in more detail in budget narrative**
- **Name the evidence-based component/or performance measure**
- **No diploma/license for DA included**

Your response to the special conditions must be submitted in writing to TCCY on or before September 15, 2008. Failure to submit your reply by the due date will delay reimbursements for expenses you may incur.

Please use the grant application number above for all communication, oral and written. If you have any questions, please feel free to contact me at (615)532-1574.

Sincerely,

Debrah Stafford
Juvenile Justice Director

CC: Alicia Lindsey, Shelby County Juvenile Government
Jim Ford, Chair Juvenile Crime Enforcement