

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 05/06/25



Resolution



Ordinance

Contact/Prepared By: Brad Thompson

Date Prepared: 03/31/25

Title (Caption): Water Walkers 25 - This is a Community Safety Fund grant to enhance current programming and introduce services at a new facility to support the target community.

execution +1

Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: Health Requested By: Health

Affected Department(s): Health Affected Council District(s): all

Legislative Category (check one):

- | | | |
|---|---|--|
| <input type="checkbox"/> Bonds | <input checked="" type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ \$ 73,000.00

Funding Source: Capital Improvement Budget
Capital Outlay Notes
Departmental/Agency Budget
Funds to Metro
General Obligation Bonds
Grant
Increased Revenue Sources

Match: \$ _____

Judgments and Losses
Local Government Investment Project
Revenue Bonds
Self-Insured Liability
Solid Waste Reserve
Unappropriated Fund Balance
4% Fund
Other: _____

Approved by OMB: _____

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

Date to Finance Director's Office: _____

APPROVED BY

FINANCE DIRECTOR'S OFFICE: _____

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Water Walkers Contract # _____ March 20, 2025**

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
WATER WALKERS**

This Grant Contract issued and entered into pursuant to Resolution RS2025-_____ by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Water Walkers, ("Recipient"), is for the provision of the South Nashville Community Safety program, as further defined in the "SCOPE OF PROGRAM". Attachments A through H are incorporated herein by reference.

A. SCOPE OF PROGRAM:

- A.1. The Recipient will leverage grant funds to enhance current programming and introduce services at a new facility to support the target community.

The program will focus on the following:

- Expansion to a New Facility:
 - 1) Grant funding will enable the addition of a new outreach location at Watson Grove Baptist Church. The expansion will allow for programming to reach five additional schools within Nashville's South area, particularly focusing on Edgehill and JC Napier communities. The facility will serve as a central hub for programming, providing resources and support tailored to youth and autistic adults in the area.
- Core Service Area – Program Pillars:
 - 1) Basic Needs:
 - a) Addressing essential needs, including access to hygiene products and mental health counseling, prioritizing resources for those experiencing Adverse Childhood Experiences (ACEs).
 - b) Wellness and Mental Health Support
 - c) Services aimed at enhancing mental wellness, addressing ACEs, and fostering resilience among participants to improve overall health and stability.
 - 2) Education:
 - a) Utilizing award-winning educational tools to evaluate current grade levels in reading and math, ensuring educational support is appropriately tailored to each participant's unique needs and strengths.
 - b) Outdoor Adventure and Community Engagement
 - c) Organizing approximately 50 outdoor adventures per year, Water Walkers will continue to build confidence and provide unique experiential learning opportunities that promote teamwork, resilience, and physical health.
 - 3) Leadership Development:
 - a) Developing leadership skills through paid employment opportunities for youth 14 years and older, coupled with adult mentorship programs to prepare participants for meaningful roles within the community.

- A.2. The Recipient must spend funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment A. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro according to a mutually acceptable process and schedule, and when needed, upon request. These data shall include:

- Number of residents served.
- Frequency of services provided.
- Sign in sheets with dates and times of services or meetings.
- Monthly progress reports.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Water Walkers Contract # _____ March 20, 2025

- Number of schools participating in the program.
- Number of tutorial sessions held.
- Number of students engaged in job opportunities.
- Number of participants in ACEs and resilience sessions.
- Other data as requested.

A.3. The Recipient will only utilize these funds for services the Recipient provides to residents and/or visitors in Davidson County. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed Seventy Three Thousand dollars (\$73,000). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Recipient.

Subject to modification and amendments as provided in section D.2. of this Grant Contract, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1. For each invoice submitted, the Recipient shall certify that the funds were utilized for necessary expenditures related to the completion of the work, as described in Section A of this Grant Contract.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.

Recipient must send all invoices to Anidolee.Melville-Chester@nashville.gov.

Final invoices for the contract period should be received within thirty (30) days after the end of the contract. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said report

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
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must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed. Any unallowable cost discovered after payment of the final invoice shall be returned by the Recipient to Metro within fifteen (15) days of notice.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.
- a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Water Walkers Contract # _____ March 20, 2025

- b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.
- D.5. **Termination - Funding.** The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may 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 Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will 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 Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual and in accordance with 2 CFR 200 Uniform Guidance. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit a Final Program Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.

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- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.17. **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, riots, wars, strikes, epidemics or any other similar cause.
- D.18. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

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- D.21. **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.22. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- D.23. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.24. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.
- The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D.25. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.26. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

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- D.27. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by email transmission, or by first class mail, addressed to the respective party at the appropriate email or physical address as set forth below or to such other party, email, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Holly.rice@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-8900

For inquiries regarding invoices:
Nancy.uribe@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-5634

Recipient

Water Walkers
Chief Executive Officer
6339 Charlotte Pike B331
Nashville, TN 37209

- D.28. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

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

- D.29. **Certification Regarding Debarment and Convictions.**

- a) Recipient certifies that Recipient, and its current and future principals:
 - 1) are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program.
 - 2) have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
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- 3) have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - 4) are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.29(a)(2) and D.29(a)(3) of this certification.
 - b) Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.29(a).
- D.30. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.
- D.31. **Health Insurance Portability and Accountability Act.** Metro and Recipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its accompanying regulations.
- a. Recipient warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.
 - b. Recipient warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.
 - c. Recipient agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and Recipient in compliance with HIPAA. This provision shall not apply if information received by the Recipient from Metro under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Recipient and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Water Walkers Contract # _____ March 20, 2025**

RECIPIENT: Water Walkers

By:

Archie Davis, I

Sworn to and subscribed to before me, a Notary Public this 2nd day of
APRIL, 2025, by ARCHIE DAVIS, the

Contractor's behalf.

Notary Public:

Teresa Felicida Rivero
04/22/2028

My Commission Expires:



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IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by:

Sanmi Areda

0872285CD81A4B1

Director, Metro Public Health Department

4/2/2025

Date

Signed by:

Tené Hamilton Franklin

BEBF0BBF14D148D

Chair, Board of Health

4/4/2025

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:

Jennene Reed/mjr

62377A2A0742469

Director, Department of Finance

Initial

DS

DR

AP

4/14/2025

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balogun Cobb

668D4BF12FD741C

Director of Risk Management Services

4/14/2025

Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

7/1/2025

Date

FILED:

Metropolitan Clerk

Date

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**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Water Walkers Contract # _____ March 20, 2025**

Table of Contents of Attachments:

- A. Grant Spending Plan
- B. Application
- C. Certificate of Assurance
- D. Non-Profit Grants Manual Receipt Acknowledgement
- E. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Letter
- F. Non-Profit Charter and Tennessee Secretary of State Non-Profit Confirmation
- G. Independent Audit completed by Certified Public Accountant
- H. Certificate of Insurance

ATTACHMENT A**GRANT BUDGET****(BUDGET PAGE 1)**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the grant period.				
Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH³	TOTAL PROJECT
1	Salaries ²	\$67,452.00	\$376,548.00	\$444,000.00
2	Benefits & Taxes	\$5,548.00	\$28,196.00	\$33,744.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
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 ²	\$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 ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (0% of S&B)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$73,000.00	\$404,744.00	\$477,744.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies*, Appendix A . (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

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

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

GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

SALARIES					AMOUNT
Name - Title	Salary	x	Percentage of Time	+ Longevity Bonus	
Archie Davis- CEO		x	100%	+	\$74,000.00
Clint Bandy- COO		x	100%	+	\$45,000.00
CharDonnai Gooch- Program Coordinator		x	100%	+	\$60,000.00
Enrico Campbell- Program Assistant/Bus Driver		x	100%	+	\$35,000.00
Sidney Hall- Program Assistant/Bus Driver		x	100%	+	\$35,000.00
Site Manager- To be hired		x	100%	+	\$45,000.00
Program Assistant/Bus Driver- To be hired		x	100%	+	\$35,000.00
Program Assistant/Bus Driver- To be hired		x	100%	+	\$35,000.00
20 Youth Leadership Employees		x	100%	+	\$80,000.00
		x	100%	+	\$ -
		x	100%	+	\$ -
		x	100%	+	\$ -
		x	100%	+	\$ -
		x	100%	+	\$ -
ROUNDED TOTAL					\$ 444,000.00

Hourly Rate if paid hourly

\$25/hour
\$25/hour
\$25/hour
\$25/hour
\$15/hour

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
ROUNDED TOTAL	\$ -

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
ROUNDED TOTAL	\$ -

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
ROUNDED TOTAL	\$ -

Attachment B

<p>Complete this Cover Sheet and sign where indicated. Attach it to the Program Narrative, Spending Plan, and Spending Plan Narrative. Email the entire Application Packet to both Detra.major@nashville.gov and Dianne.harden@nashville.gov by 4:29 pm on September 13, 2024.</p>			
FY25 COMMUNITY SAFETY FUND APPLICATION COVER SHEET		(Application Part A)	
CIRCLE THE ONE CATEGORY OF FUNDING THAT YOU ARE APPLYING FOR:			
Literacy: <input type="checkbox"/>	Domestic Violence: <input type="checkbox"/>	Community Service: <input type="checkbox"/>	Afterschool Programs: <input checked="" type="checkbox"/> Community Violence Prevention <input checked="" type="checkbox"/> Group <input checked="" type="checkbox"/>
Restorative Justice: <input type="checkbox"/>	Workshops/Seminars: <input type="checkbox"/>	After School Program: <input type="checkbox"/>	Violence <input checked="" type="checkbox"/> Outreach and Education <input checked="" type="checkbox"/> Special Assistance to Individuals <input checked="" type="checkbox"/>
WILL THE PROPOSED PROGRAM BE: (Choose One)			
A New Program: <input type="checkbox"/>	An Existing Program: <input checked="" type="checkbox"/>	An Expansion of Existing Program: <input checked="" type="checkbox"/>	
APPLICANT INFORMATION			
Legal name of Applicant (Agency): <u>WATER WALKERS</u>			
Contact Person Name: <u>ARCHIE DAVIS</u>	Title: <u>CEO</u>		
Contact Person Phone: <u>615-956-5460</u>	Email Address: <u>ARCHIE@WATERWALKERSTN.ORG</u>		
Agency CEO Name: <u>ARCHIE DAVIS</u>	Title: <u>CEO</u>		
Agency CEO Phone: <u>615-956-5460</u>	Email Address: <u>ARCHIE@WATERWALKERSTN.ORG</u>		
AGENCY'S MAIN OFFICE			
Complete Address: <u>6339 CHARLOTTE PIKE #331 NASHVILLE TN 37209</u>			
Phone: <u>615-956-5460</u>	Fax: <u>N/A</u>	Website: <u>WWW.WATERWALKERSTN.ORG</u>	
FINANCIAL INFORMATION			
Agency's most recent FY Actual Revenues ▶ (See Note Below)	<u>\$335,781</u>	Amount of current FY25 CSF grant or direct appropriation (if applicable):	
Total FY25 CSF Request ▶ (round to nearest \$100)	<u>\$46,000</u>	Agency's Fiscal Year Start Date (Month/Day):	<u>Jan. 1st</u>
This amount should not exceed 20% of most recent actual revenues. Requests over 20% will render application ineligible. ▶	<u>#DIV/0!</u>	(Leave Blank)	
For the current fiscal year, list funds received from Metro Nashville Government, including funds received from any department or Metro Council Appropriation (attach additional pages if necessary).			
Source: <u>SOUTH NASHVILLE SAFETY GRANT</u>	Amount: \$	<u>\$19,001</u>	
Source:	Amount: \$		
Source:	Amount: \$		
Does the applicant have a certified audit performed each year? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Applicants are required to submit an electronic copy of 1.) the most recent agency audit and 2.) a copy of agency's current registration status with the Secretary of State, Division of Charitable Solicitations and Gaming to fred.adom@nashville.gov . (See page 10 of CEF Handbook for details.) <u>IS THIS THE CURRENT PROCESS</u>			
SIGNATURES			
I certify under the penalty of law that the information in this application (including, without limitation, the "Certifications and Assurances") is accurate to the best of my knowledge. I am aware that my agency will not be eligible for funding if investigation at any time shows falsification. If falsification is shown after funding has been approved, any allocations already received and expended are subject to be repaid. I further certify that I am authorized to sign this application for the applying agency.			
Signature of Authorized Official: <u>Archie Davis, II</u>	Date: <u>9/13/24</u>		
* Per most recent agency audit. Revenues stated above must not include in-kind contributions.			

Completed applications should be emailed to both Dianne Harden@nashville.gov and Detra.Major@nashville.gov at the application deadline of 4:29 p.m. on September 13, 2024. Applications received after 4:29 p.m. on September 13, 2024 will not be considered for prospective funding.

1.Executive Summary (0 Points). In 800 keystrokes or less summarize your application by answering the following questions:•What target population will you serve?•What services are you going to provide/deliver with this funding?•How will the community benefit from these services?

Water Walkers will serve 80 underserved youth ages 6-18 in the South Nashville communities of Edgehill and JC Napier. With this funding, we will provide comprehensive services across five program pillars: Basic Needs, Education, Wellness, Outdoor Adventure, and Leadership Development. Key activities include academic tutoring, financial literacy classes, mental health counseling, outdoor excursions, and youth leadership employment. These services will help reduce crime, improve educational outcomes, and foster leadership in at-risk youth, ultimately creating a safer and more resilient community. The program expansion into Watson Grove Baptist Church will allow us to reach even more vulnerable youth.

2.Capacity of the Applicant and Relevant Organizational Experience (10 points).In 1000 keystrokes or less:•Describe your Agency's mission.•Length of time/history providing services to the population and the issue described in the selected Service Category.•Briefly list and describe the backgrounds, roles and responsibilities of key management and program staff.•Are there any special awards, recognitions or achievements for your program you would like to list?

We provide access and opportunities for youth in urban areas to experience watersports, outdoor adventure, and educational resources, resulting in confident and empowered leaders who are ready to walk on the rough waters of life.

Founded in 2016, we have focused on underserved youth through our five pillars of programming. By providing year-round support that addresses both academic and personal development, we have positively impacted the lives of countless children and families in the area.

- **Archie Davis II, CEO:** Leads and oversees all aspects of the organization.
- **Chardonai Gooch, Program Coordinator:** Manages the day-to-day logistics of our programs.
- **Clint Bandy, COO:** Provides operational support for programs, administration and development.

Water Walkers was inducted into the Nashville Public Education Foundation Hall of Fame in 2023, recognizing our innovative combination of Education and Outdoor Adventures, and the success we've had in helping youth improve their academic skills.

3.Problem & Target Population (15 points). In 1200 keystrokes or less, develop a business case for the proposed service.•Describe the characteristics of the target population including any relevant geographic indicators. Include any data sources for this information.•Describe your experience in providing services to individuals who are directly or indirectly impacted by violence.•Describe the target population's need as related to the Services Category, using clearly defined quantifiable measures. Include any data sources for this information.•Describe how you plan to document and present evidence of services provided to residents of Nashville/Davidson County (See Contract Template, Sections A.3 and A.4).•For Community Service Applicants: describe how you will document that the program beneficiaries are economically needy.

Water Walkers serves underserved youth aged 5-19 from South Nashville's Edgehill Governmental Housing Community. These youth face socio-economic challenges, limited educational opportunities, and are often behind in reading and math. They also experience behavioral issues and exposure to negative influences like gangs due to insufficient structured activities and parental supervision.

With extensive experience working with violence-affected youth, Water Walkers provides a positive alternative through after-school activities and outdoor adventures. This helps at-risk youth make better choices.

In Edgehill, over 80% of youth are behind in reading and math, and over 40% face behavioral issues leading to suspensions or alternative school placements. Water Walkers addresses these needs with academic support, leadership development, and enrichment programs to improve academic performance and life skills.

We track participation through attendance logs, MNPS records, and academic assessments. Monthly reports detail the number of youth served and services provided. We also verify participant eligibility through residency checks and maintain close relationships with families.

4. Service Gaps (15 points). In 800 keystrokes or less: •Describe what services are available to the target population from Metro Departments and/or local non-profit Agencies. How does your Agency currently coordinate with them? •Describe the gap in services that your proposed program will address.

Metro and state departments that serve our target population include MDHA, which provides affordable housing and lists of nonprofits to address any gaps, and TDDHS, which offers tools and services for basic necessities. Water Walkers collaborates with these agencies and the families we serve to ensure they access available resources. We regularly communicate with families to identify and address any unmet needs.

Additionally, we partner with MNPS, The Mental Health Coop, local churches, The Nashville Food Project and others to form a comprehensive care team, supporting families and children with education, mental health, medication support, food scarcity, employment opportunities, and more.

5. Program Design (25 points). In 4700 keystrokes or less: •Describe how the program will respond to the priorities described in the Service Category definition. •What is the unduplicated number of people intended to be served by this Metro grant? •List up to three primary measurable outcomes for those being served. (Be specific, if awarded, these outcomes will be written into your contract Scope Of Program.) •Briefly describe what services and/or activities will be provided to the program's target population to achieve those outcomes. •Describe a typical day. •Describe the program's processes for collecting data and state the indicators that will be tracked to demonstrate that the outcomes have been achieved.

Water Walkers' programming directly responds to key priorities within the Service Category, targeting underserved youth in high-crime areas like Edgehill. We address the needs of vulnerable youth by providing structured activities, personal and educational development, and mental health support. These interventions help mitigate violence, improve educational outcomes, and offer a path to leadership and personal growth. Our expansion into Watson Grove Baptist Church will allow us to serve 35 additional youth in South Nashville and the JC Napier communities.

Unduplicated Number of People Served: This grant will support Water Walkers in serving 80 unduplicated youth that will participate in at least 4 out of the 4 pillars of programming (The leadership pillar provides employment opportunities for High School students only).

Measurable Outcomes:

1. **Academic Progress:** New students will strive to advance their reading level by one full grade within 16 weeks, while returning students will either maintain or exceed grade-level proficiency, or enhance their reading skills by a minimum of 1.5 grade levels over the course of the year if they are still behind.
2. **Leadership Employment:** Employ 21 youth leaders (ages 14-19) over 220 days, preparing them for future roles and instilling leadership skills through paid employment and mentorship.
3. **Wellness and Counseling:** Provide 95 students with access to 89 wellness days and 42 counseling sessions throughout the year, addressing mental health needs and trauma recovery.

Services and Activities:

- **Basic Needs:** Weekly delivery of groceries and hygiene products to ensure youth and families have the resources needed to focus on personal and educational development.
- **Education:** Utilizing the "IXL" software, we provide personalized reading and math tutoring to youth. Additionally, financial literacy is taught through Junior Achievement's curriculum and administered by local financial professionals.
- **Outdoor Adventure:** We offer year-round outdoor experiences, including 50 trips to natural spaces like lakes and parks, allowing youth to escape urban environments and develop a connection to nature.

- **Leadership Development:** Qualified youth are employed as leaders, where they gain job experience, receive mentorship from adult role models, and serve as positive figures in their community.
- **Wellness:** Partnering with local counselors and the Mental Health Coop, we offer weekly group therapy and one-on-one counseling to help youth address the impact of Adverse Childhood Experiences (ACEs) and develop healthier coping strategies.

Typical Day: A typical day in the program might begin with students arriving at the Greater Bethel AME facility for tutoring and academic support. Each student receives individualized attention from tutors to address reading and math challenges. Following their academic session, the youth participate in outdoor adventure activities and play time while simultaneously rotating through wellness sessions, where they participate in a group therapy discussion or one-on-one counseling to work through personal challenges. Each day concludes with a nutritious meal provided by the Nashville Food Project. Once per week at the end of the day, groceries and hygiene supplies are distributed to families, ensuring their basic needs are met.

Data Collection and Indicators: To measure progress and outcomes, Water Walkers will use several data collection methods, including:

- **Academic Performance Tracking:** The "IXL" software will be used to assess and document reading and math levels, with progress tracked weekly.
- **Attendance Logs:** We will track attendance for all program activities to monitor engagement and participation.
- **Pre- and Post-Assessments:** Students will complete pre- and post-program assessments in leadership development, academic skills, and wellness to measure growth over time.
- **Wellness and Counseling Documentation:** All mental health and counseling sessions will be recorded, including attendance, session content, and participant progress reports.

The indicators that will be tracked to demonstrate outcomes include:

- **Grade Level Improvements:** Tracking the percentage of students who achieve a full-grade advancement in reading and math after 16 weeks for new students and a 1.5 grade level improvement for returning students (who are still behind) over a year.
- **Youth Leadership Development:** Tracking employment data, leadership skill development, and mentor feedback for the 21 youth employed as leaders.
- **Mental Health and Wellness:** Documenting participation in counseling sessions, noting improvements in emotional regulation and reduction in trauma-related symptoms based on counselor assessments.

NAZA Description - Afterschool Programs ONLY

All others proceed to Questions 6. And 7.

(DO NOT use this space if you are not an Afterschool Program)

•Describe how the program will align with each of the five NAZA Design Factors listed on page 4. You are provided additional space (2000 keystrokes) to describe this part of your program.

- Health, Safety and the Environment
- Relationships
- Programming and Activities
- Staffing and Professional Development
- Administration

Water Walkers provides comprehensive programming across five key pillars, all aligned with NAZA's Design Factors.

Health, Safety, and Environment: We ensure a safe, comfortable, and welcoming environment for all youth at all times. Program staff, leadership, volunteers, and parents undergo orientation to understand and meet our safety and fun standards, with contracts signed to acknowledge these expectations. Our food partner, the Nashville Food Project, adheres to USDA guidelines.

Relationships: Our staff, volunteers, and leadership are well-trained to offer the best experiences for our youth. We emphasize engaging programming, one-on-one attention, positive reinforcement, and appropriate language and practices to foster a supportive environment.

Programming and Activities: We offer exciting programming, including water sports, zip lining, and ropes courses, to keep kids engaged. Our after-school program ensures that kids spend at least 45 minutes per day playing outside, promoting physical, mental, and emotional development.

Staffing and Professional Development: Our experienced staff deliver award-winning programming. We provide extensive training, ongoing performance evaluations, and constructive reviews to maintain high standards.

Administration: Water Walkers maintains strong partnerships with South Nashville stakeholders. We are committed to being positive team players within a network of organizations working to make a difference.

6. Leveraging and Collaboration of Community Resources (10 points). In 1200 keystrokes or less, briefly: •Describe collaborative relationships your Agency currently has or will have with other community Agencies that will enable you to be successful with the proposed program funded by the CSF grant. What roles do/will each of you play? •If services are being provided by another Agency pro-bono, name that Agency and give the approximate dollar value of those services. If those services will be provided in exchange for your Agency's services, please describe.

Education: Our primary educational partner is the MNPS schools that serve our youth. We maintain consistent communication with our children's principals, teachers, and counselors through regular meetings. These discussions cover education plans, behavioral issues, IEP planning, and the development of collaborative strategies involving the school, Water Walkers, parents, and the Mental Health Coop.

Financial Literacy: We collaborate with Junior Achievement to deliver their Financial Literacy curriculum. We also partner with various financial institutions to administer these lessons. Our partners include Pinnacle Bank, Jackson Financial, UBS, and others.

Basic Needs: We work with Watson Grove Baptist Church, Greater Bethel AME Church, Strong Tower Bible Church, The Nashville Food Project, United Talent Agency, and more to provide nutritious meals daily, as well as weekly grocery support and other essential items as needed.

Wellness/Counseling: We partner with The Mental Health Coop to offer comprehensive support services for families requiring additional assistance. This includes assigning a case manager to each family, providing regular therapy sessions, and other related services.

7.Sustainability (10 points). In 800 keystrokes or less: •Describe any efforts to increase and/or diversify program resources and any strategies for capacity building, including grant opportunities, fund activities, partnerships, collaborations, volunteer recruitment, etc. •How will you continue these services should the level of funding change?

Water Walkers pursues diversified funding through grants, fundraising events, earned income, and partnerships with local businesses and community organizations.

Our efficient model includes utilizing donated church spaces for year-round programming, hiring local teenagers to keep more funds within the community, and renting out our boats on weekends to cover summer adventure program costs.

We believe this approach will allow us to impact thousands of lives at a lower cost. If funding levels shift, we are confident in our ability to rely on church partnerships and boat rentals to offset expenses for program space, food, and more.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Certifications of Assurance**

NON PROFIT
August 19, 2024

As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her knowledge and belief, that:

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

Signature of Authorized Representative

Name: ARLITE DAVIS, II

Title: CEO

Agency Name: WATER WALKERS

Date: 9/13/24

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement**

NON PROFIT
August 19, 2024

As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: [Non-Profit Grant Resources](#)
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

Signature of Authorized Representative
Name: ARCHIE DAVIS, II
Title: CEO
Agency Name: WATER WALKERS
Date: 9/13/24

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 18 2017

WATER WALKERS
C/O CLINT BANDY
3609B CALDWELL CT
NASHVILLE, TN 37204-3805

Employer Identification Number:
81-1591053
DLN:
17053065338007
Contact Person: ERIC KAYE ID# 31612
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 18, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

-2-

WATER WALKERS

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947



000835226

CHARTER NONPROFIT CORPORATION (ss-4418)

Page 1 of 2



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286
Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 000835226

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: Water Walkers

2. Name Consent: (Written Consent for Use of Indistinguishable Name)

☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of:

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:

CLINTON DUKE BANDY
3609B CALDWELL CT
NASHVILLE, TN 37204-3805
DAVIDSON COUNTY

5. Fiscal Year Close Month: December

Period of Duration: Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:

(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:

This corporation is a ☒ public benefit corporation / ☐ mutual benefit corporation.

This corporation is a ☐ religious corporation / ☒ not a religious corporation.

This corporation will ☐ have members / ☒ not have members.

9. The complete address of its principal office is:

3609B CALDWELL CT
NASHVILLE, TN 37204-3805
DAVIDSON COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)



CHARTER NONPROFIT CORPORATION (ss-4418)

Page 2 of 2



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286
Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 000835226

The name of the corporation is: Water Walkers

10. The complete mailing address of the entity (if different from the principal office) is:

3609B CALDWELL CT
NASHVILLE, TN 37204-3805

11. List the name and complete address of each incorporator:

Title	Name	Business Address	City, State, Zip
Incorporator	Clinton D Bandy	3609B CALDWELL CT	NASHVILLE, TN 37204-3805

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

- ☐ I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the \$100 filing fee required by T.C.A. §48-51-303(a)(1).
- ☐ This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).
- ☐ This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:

In the event of dissolution of the Corporation, the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

14. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Feb 18, 2016 8:51PM

Signature Date

Electronic

Incorporator's Signature

Clinton D Bandy

Incorporator's Name (printed or typed)



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **Water Walkers**

General Information

SOS Control #	000835226	Formation Locale: TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed: 02/18/2016
	02/18/2016 8:51 PM	Fiscal Year Close 12
Status:	Active	
Duration Term:	Perpetual	
Public/Mutual Benefit:	Public	

Registered Agent Address

ARCHIE DAVIS
1718 DELTA AVE
NASHVILLE, TN 37208-2129

Principal Address

1718 DELTA AVE
NASHVILLE, TN 37208-2129

The following document(s) was/were filed in this office on the date(s) indicated below:

<u>Date Filed</u>	<u>Filing Description</u>	<u>Image #</u>
02/06/2024	2023 Annual Report	B1504-7341
03/22/2023	2022 Annual Report	B1361-3088
	Religious Corporation Changed From: Religious To: No Value	
06/23/2022	2021 Annual Report	B1238-1595
	Principal Address 1 Changed From: 926 BURCHWOOD AVE To: 1718 DELTA AVE	
	Principal Postal Code Changed From: 37216-3606 To: 37208-2129	
	Registered Agent First Name Changed From: DAN To: ARCHIE	
	Registered Agent Last Name Changed From: EGGENSCHWILER To: DAVIS	
	Registered Agent Physical Address 1 Changed From: 926 BURCHWOOD AVE To: 1718 DELTA AVE	
	Registered Agent Physical Postal Code Changed From: 37216-3606 To: 37208-2129	
06/03/2022	Notice of Determination	B1223-5890
04/12/2021	Application for Reinstatement	B1019-9173
	Filing Status Changed From: Inactive - Dissolved (Administrative) To: ACTIVE	
	Inactive Date Changed From: 10/06/2020 To: No Value	
04/12/2021	2020 Annual Report	B1019-9169
04/12/2021	2019 Annual Report	B1019-9163
	Principal Address 1 Changed From: 3609B CALDWELL CT To: 926 BURCHWOOD AVE	

Filing Information

Name: **Water Walkers**

Principal Postal Code Changed From: 37204-3805 To: 37216-3606	
Registered Agent First Name Changed From: CLINTON To: DAN	
Registered Agent Middle Name Changed From: DUKE To: No Value	
Registered Agent Last Name Changed From: BANDY To: EGGENSCHWILER	
Registered Agent Physical Address 1 Changed From: 3609B CALDWELL CT To: 926 BURCHWOOD AVE	
Registered Agent Physical Postal Code Changed From: 37204-3805 To: 37216-3606	
10/06/2020 Dissolution/Revocation - Administrative	B0932-5128
Filing Status Changed From: Active To: Inactive - Dissolved (Administrative)	
Inactive Date Changed From: No Value To: 10/06/2020	
08/01/2020 Notice of Determination	B0900-7682
04/01/2019 2018 Annual Report	B0684-3225
01/13/2019 Application for Reinstatement	B0635-9157
Filing Status Changed From: Inactive - Dissolved (Administrative) To: ACTIVE	
Inactive Date Changed From: 08/08/2018 To: No Value	
01/13/2019 2017 Annual Report	B0635-9156
Religious Corporation Changed From: No Value To: Religious	
08/08/2018 Dissolution/Revocation - Administrative	B0582-1717
Filing Status Changed From: Active To: Inactive - Dissolved (Administrative)	
Inactive Date Changed From: No Value To: 08/08/2018	
06/01/2018 Notice of Determination	B0555-7958
04/18/2017 2016 Annual Report	B0385-2078
02/28/2017 Articles of Amendment	B0339-4196
02/18/2016 Initial Filing	B0199-5332

Active Assumed Names (if any)

Date

Expires

Details



WATER WALKERS

3609 B CALDWELL COURT NASHVILLE TN 37204

ARCHIE DAVIS

(615) 956-5460

www.waterwalkerstn.org

Status: Active

CO Number: CO29304

Registration Date: 06/17/2017

Renewal Date: 06/30/2025

Purpose

Water Walkers is a youth mentorship program based in Nashville, Tennessee serving inner city children ages 8-18. The program aims to build confidence and community among children who have limited exposure to the world beyond the boundaries of governmental housing. By bringing children outside these limitations and into the beauty of creation, Water Walkers exists to open a sense of wonder and inspiration in their lives.

Financials (9)

Fiscal Year End	Total Revenue
12/31/2023	\$335,782.00
12/31/2022	\$216,982.00
12/31/2021	\$120,528.00
12/31/2020	\$102,727.00



Secretary of State Tre Hargett

Tre Hargett was elected by the Tennessee General Assembly to serve as Tennessee's 37th secretary of state in 2009 and re-elected in 2013, 2017, and 2021. Secretary Hargett is the chief executive officer of the Department of State with oversight of more than 300 employees. He also serves on 16 boards and commissions, on two of which he is the presiding member. The services and oversight found in the Secretary of State's office reach every department and agency in state government.



About the Office

The Tennessee Secretary of State has oversight of the Department of State. The Secretary of State is one of three Constitutional Officers elected by the General Assembly, in joint session. The Secretary of State is elected to a four-year term. The constitution mandates that it is the secretary's duty to keep a register of the official acts and proceedings of the

Details



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Public Records Policy and Records Request Form



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Water Walkers, Inc.

Financial Statements

December 31, 2024

Maria Donnell, CPA
Certified Public Accountant
Nolensville, Tennessee

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FINANCIAL STATEMENTS

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Independent Accountants Review Report

Water Walkers, Inc.

Nashville, Tn

I have reviewed the accompanying financial statements of Water Walkers (a nonprofit organization), which comprise the balance sheet as of December 31, 2024 and the related statement of income and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.



Maria Donnell, CPA

01/30/2025

Water Walkers

Statement of Financial Position

As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Cash on hand	0.00
First Citizens Bank Checking (8614)	11,105.08
Pinnacle Checking (7879)	354.96
Pinnacle Checking (9317)	13,145.59
Total Bank Accounts	\$24,605.63
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Grant Receivable	0.00
Uncategorized Asset	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$24,605.63
Fixed Assets	
Accumulated Depreciation	-29,667.60
Bus	8,400.00
Machinery & Equipment	549.99
Vehicles	152,173.55
Total Fixed Assets	\$131,455.94
TOTAL ASSETS	\$156,061.57
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	2,062.50
Total Accounts Payable	\$2,062.50
Other Current Liabilities	
First Citizens Bank LOC	49,998.61
Loan	0.00
Payroll Liabilities	0.00
Total Other Current Liabilities	\$49,998.61
Total Current Liabilities	\$52,061.11

Water Walkers

Statement of Financial Position

As of December 31, 2024

	TOTAL
Long-Term Liabilities	
Pinnacle Boat Loan	110,527.20
Pinnacle Bus Loan	6,364.90
Total Long-Term Liabilities	\$116,892.10
Total Liabilities	\$168,953.21
Equity	
Opening Balance Equity	0.00
Retained Earnings	51,079.05
Net Revenue	-63,970.69
Total Equity	\$ -12,891.64
TOTAL LIABILITIES AND EQUITY	\$156,061.57

Water Walkers

Statement of Activity

January - December 2024

	TOTAL
Revenue	
Revenue	
Corporate	40,361.94
Events	2,000.35
Foundation	61,272.62
Government	12,666.64
Grants	71,666.64
Groundswell	35,835.78
Major Donors	77,400.00
Membership	41,859.05
Miscellaneous Revenue	1,553.85
Total Revenue	344,616.87
Total Revenue	\$344,616.87
GROSS PROFIT	\$344,616.87
Expenditures	
Administrative Expenses	
Bank Fees & Service Charges	2,942.94
Conferences/Meetings	36.00
Dues & Subscriptions	100.00
Interest Expense- LOC	2,638.39
Interest Expense- PPP loan	0.00
Postage & Shipping	367.67
Total Administrative Expenses	6,085.00
Advertising	564.02
Auto Expenses	
Fuel	4,571.17
Interest- Van Loan	1,080.80
Repairs/Maintenance	9,054.93
Total Auto Expenses	14,706.90
Boat Expenses	942.11
Equipment	4,092.68
Fuel	3,335.00
Interest Expense- Boat Loan	8,555.28
Repairs/Maintenance	2,668.77
Storage	9,203.40
Total Boat Expenses	28,797.24
Depreciation Expense	8,307.36
Development	
Event Expenses	18,200.19
Printing/Marketing	2,016.25
Total Development	20,216.44

Water Walkers

Statement of Activity

January - December 2024

	TOTAL
Independent Contractors	
Accounting	10,635.00
Audit & Tax Preparation	1,541.00
Fundraising/Development	28,244.70
Grantwriter	6,764.00
Misc/Other	100.00
Program Contractors	2,590.87
Total Independent Contractors	49,875.57
Insurance	
Boat	11,813.00
Directors & Officers	468.00
General Liability	2,381.13
Van, General Liability, Property	4,727.65
Workers Comp	1,752.84
Total Insurance	21,142.62
Marketing	367.08
Meals & Entertainment	92.35
Occupancy	
Rental space	2,890.00
Total Occupancy	2,890.00
Office/Admin	1,015.04
Licenses & Permits	584.72
Office Supplies	38.03
Telephone/Internet	1,702.00
Total Office/Admin	3,339.79
Payroll	
Payroll Fees	1,765.83
Payroll Taxes	16,115.37
Wages	153,241.25
Wages Leadership	45,061.25
Total Payroll	216,183.70
Program Expenses	
Basic Needs	453.34
Equipment	-393.31
Meals/Groceries	10,247.39
Mental Health Program	2,262.00
Outdoor Adventure	4,069.09
Supplies	12,222.66

Water Walkers

Statement of Activity

January - December 2024

	TOTAL
Training & HR	55.00
Trainings & Certifications	2,672.89
Total Training & HR	2,727.89
Total Program Expenses	31,589.06
Software & IT	4,349.83
Total Expenditures	\$408,506.96
NET OPERATING REVENUE	\$ -63,890.09
Other Expenditures	
Boat Rental Expenses	80.60
Total Other Expenditures	\$80.60
NET OTHER REVENUE	\$ -80.60
NET REVENUE	\$ -63,970.69

Water Walkers
Notes to Financial Statements
December 31, 2024

1. Summary of significant accounting policies

Basis of Accounting

The financial statements are prepared in conformity with generally accepted accounting principles in the United States of America (GAAP).

Nature of Operations

Water Walkers uses the transformative power of watersports, outdoor adventure, and education to help youth in Nashville walk on the rough waters of life. The company is primarily funded through Membership Fees, though there are also donations, sponsorships, and grants.

Tax Exempt Status

The Company is tax exempt under Internal Revenue Code 501(c)(3) for Federal income tax purposes.

Use of Estimates

Management does not use estimates in the preparation of its financial statements, instead using actual amounts.

Balance Sheet Classification

A one-year period is used as the basis for classifying all current assets and liabilities.

Grants Receivable

Grants receivables are stated at the amount management expects to collect based upon pledged amounts.

Accounts Payable

Accounts payable are stated at the amount owed. The amounts are payable to the company's vendors.

2. Property, Plant and Equipment

Property and equipment are stated at cost. Depreciation is stated using the straight-line method over the estimated useful lives of the equipment. Expenditures for repairs and maintenance are charged to expense as incurred.

Water Walkers
Notes to Financial Statements
December 31, 2024

Property, Plant and Equipment	\$ 161,123.54
Accumulated Depreciation	<u>(29,667.60)</u>
Net Property, Plant and Equipment	<u>\$ 131,455.94</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insight Risk Management 7200 Goodlett Farms Parkway Cordova TN 38016 INSURED Water Walkers P.O. Box 128376 Nashville TN 37212	CONTACT NAME: Lexi Black PHONE (A/C, No, Ext): (901) 278-5375 FAX (A/C, No): E-MAIL ADDRESS: ablack@irmllc.com <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: West Bend Mutual Insurance</td> <td>15350</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: West Bend Mutual Insurance	15350	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL242602167**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			A695860	11/26/2023	11/26/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY			A695860	11/26/2023	11/26/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED		RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			B494757	11/26/2023	11/26/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Podesta/LBLACK

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