

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Cumberland River Compact, Contract #_____

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
THE CUMBERLAND RIVER COMPACT**

This Grant Contract issued and entered into pursuant to RS-_____ by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and the Cumberland River Compact, hereinafter referred to as the "Recipient," is for the provision of restoration and maintenance of the tree canopy in Nashville and Davidson County, as further defined in the "SCOPE OF PROGRAM."

A. SCOPE OF PROGRAM:

A.1. SCOPE OF PROGRAM:

A.1. The Recipient will use the funds for the following:

(a). Plan and execute tree planting/canopy restoration projects on private property and provide maintenance in accordance with guidelines developed by Metro Water Services (MWS). These projects should include the following:

1. Tracking of planted trees and their survivability
2. Mechanism for two years of watering
3. Third year prune (unless exempt)
4. Replanting of trees that did not meet the survivability requirement

(b). The selected non-profit partner will also a distribute funds 20% of the funds to other non-profits (grantees) for the planting of trees on private property. This process shall include:

1. Review of grantee proposals and selection of projects for funding
2. Provide guidance, monitoring, oversight to grantees
3. Tracking of funds
4. Tracking of trees planted by grantees and their survivability
5. Documentation of attempts to solicit partners if funding level falls below 20%

(c). Grantee will:

1. Report on expenses and progress under the agreed-upon budget quarterly. Metro may ask about specific expenses and invoices in budget categories. Grantee will provide documentation as requested.
2. Discuss with Metro metric and progress related to programmatic goals (as stated in the response to the solicitation) quarterly.
3. Compile an annual report for review, discussion, and approval by Metro at the end of each complete year of funding (four quarters).
4. Establish with Metro metrics and budget for each new funding year.

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 1. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

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A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. 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 shall be for a period of three years, commencing on July 1, 2022, and ending on June 30, 2025. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. The contract will terminate prior to this date if funding is not extended beyond the sunset provision in BL2021-972. The Contract will begin on the date this Grant Agreement is approved by all required parties and filed in the Metropolitan Clerk's Office.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed \$2.5M. The Grant Spending Plan, attached and incorporated herein as part of Attachment 1, shall 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. There will be no other charges or fees for the performance of this Contract. Metro shall not be responsible for any taxes that are imposed on Recipient. Furthermore, Recipient understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. Payment Methodology. Metro will provide allocations quarterly to the recipient, not to exceed the maximum liability established in Section C.1.

C.4. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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 shall 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 unallowable.

C.6. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.

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- C.7. Travel Compensation. Payment to the Recipient for travel, meals, or lodging shall be 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 shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro 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 and the Metropolitan Council.
- 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 shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- Lack of Funding. Should funding for this Contract be discontinued, Metro shall have the right to terminate this Contract immediately upon written notice to Contractor.
- Notice. Metro may terminate this Contract at any time upon thirty (30) days written notice to Recipient. Should Metro terminate this Contract, Recipient shall immediately cease work and deliver to Metro, within thirty (30) days, all completed or partially completed satisfactory work, and Metro shall determine and pay to Recipient the amount due for satisfactory work.
- D.4. Subgranting. The Recipient shall offer subgrants to other non-profits to meet the Scope of the Grant Contract.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall 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.6. Nondiscrimination. The Recipient 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 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 shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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Americans with Disabilities Act (ADA). Recipient assures Metro that all services provided shall be in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by Metro. Recipient will ensure that participants with disability will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

- D.7. Records. The Recipient shall 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, shall 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 shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient shall 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.9. 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 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 by the appropriate parties as indicated on the signature page of this Grant.
- D.10. Insurance. During the term of this Contract, Recipient shall, at its sole cost and expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s) thereof, the types and amounts of insurance identified below. Proof of insurance shall be required naming Metro as additional insureds and identifying either the project name or Contract number on the Accord document.

Automobile Liability Insurance. In the amount of \$1,000,000 dollars.

General Liability Insurance. In the amount of \$1,000,000 dollars.

Prior to commencement of services, Recipient shall furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be canceled, allowed to expire, or be materially reduced in coverage except on 30 days' written notice to:

METRO WATER SERVICES

1600 2nd Ave N, Nashville, TN 37208

Recipient shall provide certified copies of endorsements if requested by Metro in lieu of or in addition to certificates of insurance. Recipient shall replace certificates, policies and endorsements for any such insurance expiring prior to completion of services. Recipient must maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by Metro as a material breach

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of this Contract. Any deductibles for self-insured retentions greater than \$10,000 must be disclosed to and approved by Metro prior to commencement of services.

- D.11. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D.12. Independent Contractor. Nothing herein shall 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 shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.13. Indemnification and Hold Harmless.
- (a) Recipient shall 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 shall 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) Grantee's duties under this section shall survive the termination or expiration of the grant.
- Attorney's Fees. Recipient agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event Metro prevails in such action, Recipient shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.
- D.14. 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.15. 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.16. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D.17. 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.18. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

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- D.19. Metro Interest in Equipment. The Recipient shall 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" shall be 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 shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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. 20. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall 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 shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall 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.21. Gratuities and Kickbacks. It shall 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 shall 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.

- D.22. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by first class mail, addressed to the respective party at the appropriate address as set forth below or to such other party, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:

Rebecca Dohn
Metro Water Services
1607 County Hospital Road
Nashville, TN 37218

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Recipient:

Mekayle Houghton
Executive Director
Cumberland River Compact
P.O. Box 41721
Nashville, TN 37204

D.23. 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 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 subcontractors of federally appropriated funds shall certify and disclose accordingly.

Effective Date. This contract shall 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 shall be effective as of the date first written above.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

RECOMMENDED BY:

DocuSigned by:

Scott Potter

094E770A-E022-4158-8040-000000000000
Scott A. Potter, Director
Water and Sewerage Services

APPROVED AS TO THE AVAILABILITY OF
FUNDS:

DocuSigned by:

Kelly Flannery

094E770A-E022-4158-8040-000000000000
Kelly Flannery, Director
Department of Finance

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balogun Cobb

094E770A-E022-4158-8040-000000000000
Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Tara Ladd

E455C3705FE747
Assistant Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

John Cooper, Mayor

DATE: _____

FILE IN THE OFFICE OF THE CLERK:

Metropolitan Clerk
Austin Kyle

DATE: _____

RECIPIENT: Cumberland River Compact

Accepted By:

Mekayle Houghton

Mekayle Houghton, Executive Director
Cumberland River Compact

Sworn to and subscribed to before me, a Notary
Public, this 23 day of May, 2022

Notary Public

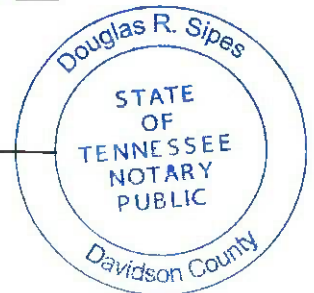
Douglas R. Sipes

My Commission expires

Douglas R. Sipes

Commission Expires

March 03, 2025



ATTACHMENT 1

GRANT SPENDING PLAN

Name of Contractor: Cumberland River Compact

Item	Funds from Contract	Other Funds	Total
Personnel – Staff Salaries	\$247,500.00	\$50,000.00	\$297,500.00
Personnel – Staff Fringe	\$44,550.00	\$9,000.00	\$53,550.00
Program Supplies – trees & material	\$718,787.00		\$718,787.00
Subgrants	\$300,000.00		\$300,000.00
Travel – tree delivery	\$9,000.00		\$9,000.00
Communications & Outreach	\$7,500.00		\$7,500.00
Program Equipment	\$34,050.00		\$34,050.00
Equipment Maintenance & Repairs	\$2,250.00		\$2,250.00
In kind Labor		\$675,000.00	\$675,000.00
Overhead Allocation- Operations, Occupancy, etc	\$136,363.00	\$272,728.00	\$409,091.00
TOTALS	\$1,500,000.00	\$1,006,728.00	\$2,506,728.00

Personnel: Staff Salaries: 1 FTE, 2 PTE and 3 FTE seasonal. 20% of CRC's Executive Director

Personnel: Staff Fringe & Benefits 18% for medical insurance, retirement contributions and sick/vacation time.

Program Supplies: Trees and Materials: Trees are expected to cost \$75-\$85/each with materials like mulch and soil amendments adding another \$10/tree.

Subgrants: 20% of the canopy fund is available for sub-granting to qualified applicants. Any remainder that is not sub-granted will be used for contracted plantings on private property.

Travel: Tree delivery: Trees will be purchased in McMinnville and trucked to Nashville. From a staging site in Nashville trees will be delivered by Compact staff to private property planting sites throughout the city. This line item covers the trucking fee from McMinnville to Nashville and the fuel costs incurred during local tree delivery.

Communications & Outreach: Generating a demand for trees on private property through website, printed material distributions and signage.

Program Equipment: Purchase of a skid steer, trailer and truck will reduce the project's dependence on contractors and increase efficiencies and capacity.

Equipment Maintenance and Supplies: Expected replacement of tires and regular servicing schedule.

Overhead Allocation: 10% of program expenses to cover occupancy, accounting, legal, utilities, general office equipment and support staff expenses associated with the work.

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. _____

A resolution appropriating up to \$2.5M annually through a grant contract by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services, and the Cumberland River Compact to provide tree canopy restoration and maintenance.

Introduced _____

Amended _____

Adopted _____

Approved _____

By _____
Metropolitan Mayor