

RESOLUTION NO. RS2025 - ____

A resolution approving a donation acceptance agreement of a digital artwork file between Christian Green and The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of General Services.

WHEREAS, the donation acceptance agreement between Christian Green and The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of General Services, attached hereto and incorporated herein, donates a digital file of artwork to be used in the construction design, then fabricated and installed by the General Services Department on the Nashville Youth Campus for Empowerment; and,

WHEREAS, Metro Code Section 5.04.120 permits the Metropolitan Government to accept donations acceptance agreements by resolution; and,

WHEREAS, the digital file is donated by Christian Green to the Department of General Services at no cost to Metro; and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that this agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the donation acceptance agreement by and between Christian Green and The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of General Services, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Signed by:



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Jenneen Reed

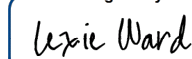
Director of Finance

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:

Designated by:



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Assistant Metropolitan Attorney

Metropolitan Government
of Nashville and Davidson County

Freddie O'Connell, Mayor
Gerald C. Smith, Director



Department of General Services

Richard H. Fulton Campus
730 President Ronald Reagan Way
P.O. Box 196300
Nashville, TN 37219-6300
615-862-5050, 615-862-5035 (fax)

AGREEMENT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
CHRISTIAN GREEN
FOR THE DONATION AND DISPLAY OF ARTWORK

This agreement is entered into on this September day of September, 2025, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("Metro"), acting by and through the Department of General Services of Nashville and Davidson County ("General Services") AND Christian Green ("Artist") for the donation of artwork created by Artist ("Work").

1. Purpose. The purpose of this agreement is to donate the Work to Metro for installation and display at the Nashville Youth Campus for Empowerment.
2. Duration. Artist agrees to irrevocably donate and convey title to Metro, and Metro agrees to accept from Artist, the Work as described and identified in Section 3 of this Agreement. Metro will endeavor to display the Work in a Metro public area that is accessible to the public.
3. Description of the Work

Donated digital file containing Artwork, to be used by Metro. Metro shall be responsible for fabricating and installing the digital file into a tangible piece. *See also*, Exhibit C.

Title of Artwork: "Inspirational Freedom"

Inspirational Freedom is a collaboration of the minds with the youth of the Nashville Juvenile Detention Center and Artist Christian Green. This project and artwork symbolize the inspiration that motivates the youth daily while dealing with their current situations. The design blends abstract graphics with inspirational text to create a lively, welcoming atmosphere with positive words of affirmation and representation of freedom. This large-scale public artwork transforms the façade of a modern building into a vibrant canvas of color, typography, and imagery for those visiting the new youth campus for empowerment reminding those that this is not the end. The artwork is a graphic piece that was created from the sketches, simple words, and many conversations with the youth during our creative think tank sessions.

This concept for the Nashville Youth Campus for Empowerment 2027 is a vibrant celebration of creativity, positivity, and community. The design combines bold typography, symbolic imagery, and dynamic color to inspire juvenile youth and visitors alike. The color palette was intentionally selected to evoke energy and excitement—warm reds, oranges, and yellows radiate enthusiasm, while deep blues and purples add depth, balance, and imagination. Together, these elements create a dynamic narrative that reflects empowerment, resilience, and the freedom of creative exploration.

4. Condition of the Work. Artist shall donate the Work to Metro in good condition.
5. Artist's Warranty. Artist warrants that the Work is an original and that the Work does not infringe upon any copyright. Artist warrants that the Work is free and clear of any liens, claims, or encumbrances from any source whatsoever. Exclusive title to the Work shall vest in Metro upon execution of this Agreement. All of Artist's rights to the Work shall be transferred to Metro with this Agreement, except as otherwise stated in this agreement.
6. Compensation. There will be no charges or fees owed to Artist for the donation and display of the Work.
7. Acknowledgement of Receipt. If Artist elects to claim tax benefits associated with the donation of the Work, Metro agrees to provide Artist with a Deed of Gift and written acknowledgement of Metro's receipt of the donation, as included in Exhibits A and B of this Agreement. Metro makes no representations, warranties, or guaranties relating to the value or the tax implications of such donation.
8. Care and Preservation. Metro will endeavor to give the Work donated the same care as it does other comparable works of art in its possession. It is understood by both parties that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible. Costs for transportation, storage, installation, and maintenance of the Work are not anticipated.
9. Reproductions and Credit. Metro retains full rights of reproduction, filming, photography, for education, procurement, public relations, arts promotional, tourism, and other non-commercial purposes of the Work. Metro retains full rights of removal, relocation, and deaccessioning of the Work. It is understood that the general public may photograph objects on exhibition in the public buildings of Metro.
10. Intellectual Property Rights and Waivers. The Work shall be the property of Metro. Ownership of the Work shall be transferred from the Artist to Metro upon approval by the Metropolitan Council. Metro shall retain copies of the proposal and all written documentation regarding the Work. Upon final acceptance, Metro shall have the right to a copy of all plans, drawings, sketches, designs, and other work of Artist pertaining to the Artwork for maintenance, repair, and historical documentation purposes only, unless otherwise specified below. Artist shall retain all copyrights not otherwise granted to Metro herein. Artist is responsible for registering the Artwork in their name with the U.S. Register of Copyrights, at no additional cost to Metro.
11. VARA Rights. Artist and Metro acknowledge that the Artist may have certain rights under the federal Visual ARTISTS Rights Act of 1990 (VARA). Pursuant to 17 USC Section 106A, Artist agrees that the rights reserved by Metro

Metropolitan Government
of Nashville and Davidson County

Freddie O'Connell, Mayor
Gerald C. Smith, Director



Department of General Services

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shall not constitute a distortion, mutilation, or other modification of the Work which would be prejudicial to his or her honor or reputation as contemplated by VARA. To the extent that the Work is a Joint Work, any waivers in this Agreement by Artist shall be deemed waivers by all authors of the Work.

Artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Work and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) ("VARA"), or any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), with respect to the Work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by Metro, its officers, employees, agents, contractors, licensees, successors or assigns. If the Work is incorporated into a building such that the Work cannot be removed from the building without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, "Modification") of the Work, artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Work.

Metro has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in Metro's sole discretion. Metro has no obligation to pursue claims against third parties for modifications or damage to the Work done without Metro's authorization. However, Metro may pursue claims against third parties for modifications or damage or to restore the Work if the work has been modified without Metro's authorization. In the event that Metro pursues such a claim, it shall notify the Artist, and Artist shall cooperate with Metro's efforts to prosecute such claims. If Metro modifies the Artwork without the Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

12. No Restrictions on Use. Except with respect to state or federal laws regarding preservation, copyright, and/or resale of works of art, the Work will be acquired without legal restrictions as to its future use.

13. Notices. Notices to Metro regarding this agreement shall be sent to:

Gerald C. Smith
Director, Department of General Services
Metropolitan Government of Nashville and Davidson County
700 Pres. Ronald Reagan Way
P.O. Box 196300
Nashville, TN 37219-6300
Gerald.smith@nashville.gov

Notices to Artist regarding this agreement shall be sent to:

Christian Green
3960 Bell Road Unit 1205
Hermitage, TN 37076
Email: C3fdesigns@gmail.com
Phone: 404-702-5358

14. Indemnification and Hold Harmless. Artist shall indemnify and hold harmless Metro, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Artist in connection with the performance of the contract.
- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Artist to observe applicable laws.
- c. Metro will not indemnify, defend or hold harmless in any fashion the Artist from any claims arising from any failure, regardless of any language in any attachment or other document that the Artist may provide.
- d. Artist shall pay Metro any expenses incurred as a result of Artist's failure to fulfill any obligation in a professional and timely manner under this contract.

15. Governing Law. The validity, construction, and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Artist may provide.

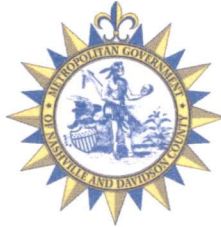
16. Venue. Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

17. Severability. Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

18. Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Artist and then by the authorized representatives of the Metropolitan Government, has been filed in the office of the Metropolitan Clerk, and approved by the Metropolitan Council. When it has been so signed and filed, this contract shall be effective as of the date first written above.

Metropolitan Government
of Nashville and Davidson County

Freddie O'Connell, Mayor
Gerald C. Smith, Director



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**ON BEHALF OF THE
METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:**

Signed by:
Gerald C. Smith
4675E4015AD347F...
Gerald C. Smith
Director, Department of General
Services

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Signed by:
Jennene Reed/mjw
62377A2A8742469...
Director of Finance

APPROVED AS TO INSURANCE:

DocuSigned by:
Balagun Cobb
68804BF12FD741C...
Director of Insurance

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:
Lexie Ward
6A5DC7C9494243F...
Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

DATE FILED: _____

ARTIST:

By: CHRISTIAN GREEN

Title: ARTIST

Sworn to and subscribed to before me, a
Notary Public, this 12th day of September,
2025, by Gerald Smith, the
Director of
Metro General Serv and duly authorized
to execute this instrument on Artist's
behalf.

Jonathan D. Heath
Notary Public

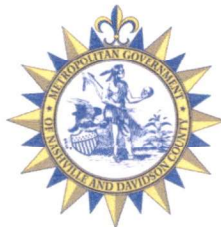
My Commission Expires:
9-5-28



Exhibit A

Metropolitan Government
of Nashville and Davidson County

Freddie O'Connell, Mayor
Gerald C. Smith, Director



Department of General Services

Richard H. Fulton Campus
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DEED OF GIFT

THIS DEED OF GIFT is made effective upon the date it is filed in the office of the Metropolitan Clerk

BETWEEN

CHRISTIAN GREEN (hereinafter referred to as the "donor" or "artist")

AND

Metropolitan Government of Nashville and Davidson County, acting by and through the Department of General Services of Nashville and Davidson County (hereinafter referred to as the "Donee")

The **Donor** and **Donee** are hereinafter jointly referred to as the "**Parties.**"

WHEREAS:

- A. The Donor is the owner of the Gift particularly described in this **Deed of Gift.**
- B. The Donor desires to grant the Gift to the Donee.
- C. The Donee has accepted the Gift from the Donor.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The Donor hereby irrevocably and unconditionally gives, transfers, and assigns to the Donee by way of gift, all right, title, and interests, to and associated with the objects described below:

Title of Artwork: "Inspirational Freedom"

Inspirational Freedom is a collaboration of the minds with the youth of the Nashville Juvenile Detention Center and Artist Christian Green. This project and artwork symbolize the inspiration that motivates the youth daily while dealing with their current situations. The design blends abstract graphics with inspirational text to create a lively, welcoming atmosphere with positive words of affirmation and representation of freedom. This large-scale public artwork transforms the façade of a modern building into a vibrant canvas of color, typography, and imagery for those visiting the new youth campus for empowerment reminding those that this is not the end. The artwork is a graphic piece that was created from sketches, simple words, and many conversations with the youth during our creative think tank sessions.

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of Nashville and Davidson County

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Gerald C. Smith, Director



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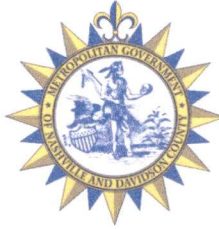
This concept for the Nashville Youth Campus for Empowerment 2027 is a vibrant celebration of creativity, positivity, and community. The design combines bold typography, symbolic imagery, and dynamic color to inspire juvenile youth and visitors alike. The color palette was intentionally selected to evoke energy and excitement—warm reds, oranges, and yellows radiate enthusiasm, while deep blues and purples add depth, balance, and imagination. Together, these elements create a dynamic narrative that reflects empowerment, resilience, and the freedom of creative exploration.

2. The Donor affirms that he/she owns said objects and that he/she has good and complete right, title, and interests to give.
3. The Donor hereby agrees that the provisions of this **Deed of Gift** shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this **Deed of Gift** nor any of the rights and obligations of the Donor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Metropolitan Government. Any assignment or transfer shall not release the Donor from its obligations hereunder.
4. The Donor agrees that the terms of this **Deed of Gift** shall be governed by the laws of the State of Tennessee and any action between the Parties arising from this **Deed of Gift** shall be maintained in the courts of Davidson County, Tennessee.

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Freddie O'Connell, Mayor
Gerald C. Smith, Director



Department of General Services

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**ON BEHALF OF THE
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON
COUNTY:**

Signed by:

Gerald C. Smith

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Gerald C. Smith
Director, Department of General Services

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Signed by:

Jennine Reed/mjw

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Jennine Reed
Director of Finance

APPROVED AS TO INSURANCE:

DocuSigned by:

Balagun Cobb

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Balagun Cobb
Director of Insurance

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:

Lezie Ward

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Lezie Ward
Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

DATE FILED: _____

ARTIST:

By: CHRISTIAN GREEN

Title: ARTIST

Sworn to and subscribed to before me, a
Notary Public, this 12th day of September,
2025, by Gerald Smith, the
Director of
MetroGen Services and duly authorized to
execute this instrument on Artist's behalf.

Jonathan D. Heath

Notary Public

My Commission Expires:

9-5-28

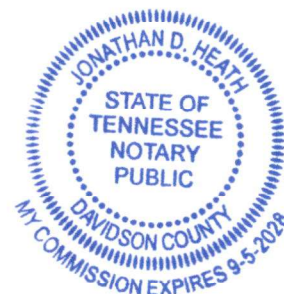


Exhibit B

Metropolitan Government
of Nashville and Davidson County

Freddie O'Connell, Mayor
Gerald C. Smith, Director



Department of General Services
Richard H. Fulton Campus
730 President Ronald Reagan Way
P.O. Box 196300
Nashville, TN 37219-6300
615-862-5050, 615-862-5035 (fax)

The Metropolitan Government of Nashville and Davidson County
Artwork Donation – Acknowledgment of Receipt

Donor: Christian Green
Title of Artwork: "Inspirational Freedom"

Inspirational Freedom is a collaboration of the minds with the youth of the Nashville Juvenile Detention Center and Artist Christian Green. This project and artwork symbolize the inspiration that motivates the youth daily while dealing with their current situations. The design blends abstract graphics with inspirational text to create a lively, welcoming atmosphere with positive words of affirmation and representation of freedom. This large-scale public artwork transforms the façade of a modern building into a vibrant canvas of color, typography, and imagery for those visiting the new youth campus for empowerment reminding those that this is not the end. The artwork is a graphic piece that was created from sketches, simple words, and many conversations with the youth during our creative think tank sessions.

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**ON BEHALF OF THE
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON
COUNTY:**

Signed by:

Gerald C. Smith

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Gerald C. Smith
Director, Department of General Services

ARTIST:

By: *CHRISTIAN GREEN*

Title: *ARTIST*

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:

Lexie Ward

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Metropolitan Attorney

EXHIBIT C

ARTWORK RENDERINGS AND DESIGN



SMITH GEE STUDIO

NASHVILLE YOUTH CAMPUS FOR EMPOWERMENT 2027
Draft 1 - CGR x SMITH GEE STUDIO

Color Palette: Vibrant colors were intentionally chosen to evoke creativity and excitement. Warm tones like reds, oranges, and yellows generate energy and enthusiasm, while rich blues and purples add depth and imagination. This dynamic palette reflects an expressive, artistic spirit—capturing movement, emotion, and the freedom of creative exploration.



Words of Affirmation & Positivity



Helping Hands "Support"



Flowers,Beauty, Nature

Creativity, Imagination

TN Representation

Music, Passion, Expression

Dreaming, Ideas,

Representation of Freedom
(TN State Bird, Mockingbird)

