

**LICENSE AND MAINTENANCE AGREEMENT
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY
BY AND THROUGH THE
METROPOLITAN DEPARTMENT OF WATER AND SEWERAGE SERVICES
AND
THE NASHVILLE DOWNTOWN PARTNERSHIP**

This Agreement by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), through the Department of Water and Sewerage Services, ("MWS") and the Nashville Downtown Partnership ("NDP"), is entered into this the ____ day of June, 2023.

WHEREAS, MWS is responsible for providing, operating, and maintaining storm drains in the downtown area; and

WHEREAS, NDP is responsible for providing cleaning and maintenance services in the downtown area, including a daily street sweeping operation; and

WHEREAS MWS and NDP desire to enter into this license and maintenance agreement (this "Agreement") for the installation and maintenance of storm drain filters ("Filters") to trap debris from making its way into the combined sewer overflow system for the purpose of reducing unpleasant odors being dispersed from the storm drains.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. NDP Responsibilities.

- a) NDP agrees to contract for the installation of 35 Filters with possible expansion at NDP's sole cost and expense. The locations of the initial storm drains are identified on the Storm Drain Map included as part of the Storm Drain Maintenance Procedure attached hereto and incorporated herein as Exhibit A. Future expansion may be allowed should debris and litter patterns change. All future installations would require MWS approval.
- b) Upon installation of the Filters, NDP agrees to inspect, clean, and maintain the storm drain filters in accordance with the Storm Drain Maintenance Procedure.

- c) NDP agrees to repair or replace any Filter, at its own cost and expense, that is damaged for any reason, provided that NDP will not be responsible for replacing a damaged Filter if, using reasonable business efforts, NDP is unable to acquire the replacement Filter. If NDP fails to repair or replace any damaged Filter (assuming replacement Filters are available) within five days of being notified by Metro of such damage, MWS may, in its sole discretion, repair or replace the Filter and invoice NDP for reimbursement.
- d) In no event will NDP be compensated by MWS for the Filters or the services performed hereunder.

2. MWS Responsibilities.

- a) MWS shall have the sole authority to approve the design and location of the Filters.
- b) MWS shall have the authority to inspect the Filters and to notify NDP of any maintenance or repair issues associated with any Filter.

3. Rules and Regulations of MWS.

NDP shall comply with such reasonable rules and regulations of general application as may from time to time be established and promulgated by MWS, provided such rules are consistent with the basic terms of this Agreement.

4. Assignment.

NDP shall not assign this Agreement or any of NDP's obligations or responsibilities hereunder without the written consent of MWS.

- 5. Removal of Filters.** Upon request by MWS and/or upon termination of this agreement, NDP shall immediately remove the Filters along with any appurtenances thereto and return the storm drains to substantially the same condition as the time the Filter was installed.

6. Term.

- a) This Agreement shall be effective for a period of one year and shall renew automatically for terms of one year each unless otherwise terminated pursuant to this Agreement.
- b) This Agreement shall not be effective until fully executed, approved by the Metropolitan Council, and filed with the Metropolitan Clerk.

- 7. Termination.** If NDP fails to properly perform its obligations under this Agreement or violates the terms of this Agreement, then MWS shall have the right to terminate this agreement immediately.

MWS shall have the right to terminate this agreement at any time upon thirty (30) days written notice to NDP.

8. **Modification of Agreement.** This Agreement may be modified by written amendment that is executed and approved by the appropriate signatories of the parties on the signature page of this Agreement.
9. **Nondiscrimination.** No person on the grounds of disability, age, race, color, religion, sex, or national origin, or any other classification protected by federal and/or state constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement.
10. **Indemnification.** NDP agrees to indemnify and hold Metro harmless from any and all claims, costs, damages and judgments arising out of the installation, use, maintenance and operation of the Filters pursuant to this Agreement as a result of the willful or negligent act of NDP, its agents, employees, or invitees, and to assume any and all responsibility and liability therefore, including but not limited to costs and expenses incurred by Metro in defense of any action and to discharge any judgment that may be rendered therein. Throughout the term of this Agreement, NDP shall maintain a policy of general liability insurance covering its operations, issued by an insurer authorized to do business in Tennessee, having a limit of not less than \$1,000,000, and naming Metro as an additional insured. NDP shall also maintain Workers Compensation insurance. NDP shall provide proof of insurance pursuant to this section prior to commencing any services contemplated herein.

DocuSigned by:



904E7D0AE92B458
 Scott Potter, Director
 Metropolitan Department of Water
 and Sewerage Services

DocuSigned by:



1CC939CE4511412
 Nashville Downtown Partnership

APPROVED AS TO INSURANCE:

DocuSigned by:



6B804BF12FD741CC
 Director of Insurance

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:



EA55FC3785F242
 Assistant Metropolitan Attorney

Filed in the Office of the Metropolitan Clerk:

_____ Date: _____
 Metropolitan Clerk



EXHIBIT A

Storm Drain Maintenance Procedure

Prepared by the Nashville Downtown Partnership



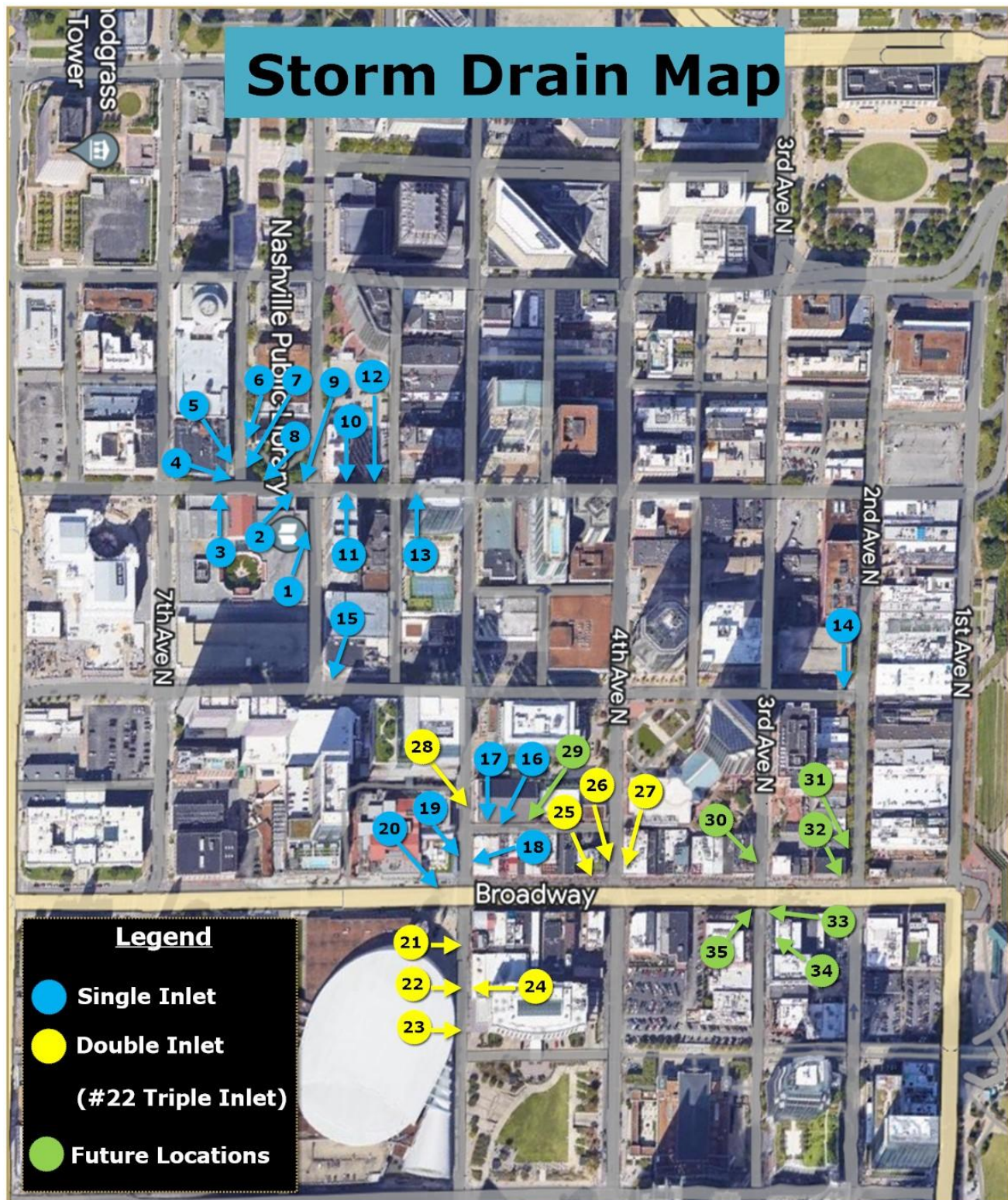


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Introduction

During 2022, Nashville Downtown Partnership (NDP) initiated development of storm drain filters for installation in specific locations in downtown. The development of this project was influenced by the increasing unpleasant odor being dispersed from the storm drains. Moreover, large trash and debris washing into the storm system causing clogging issues has been recognized as a major contributor to this dilemma. NDP has identified 35 storm drains where these storm drain filters would help alleviate the issue presented with the possibility of additional drains that are not currently identified. Furthermore, NDP plans to incorporate maintenance of these filters into current cleaning operations on a daily basis described hereafter.





Approval of Filter Locations

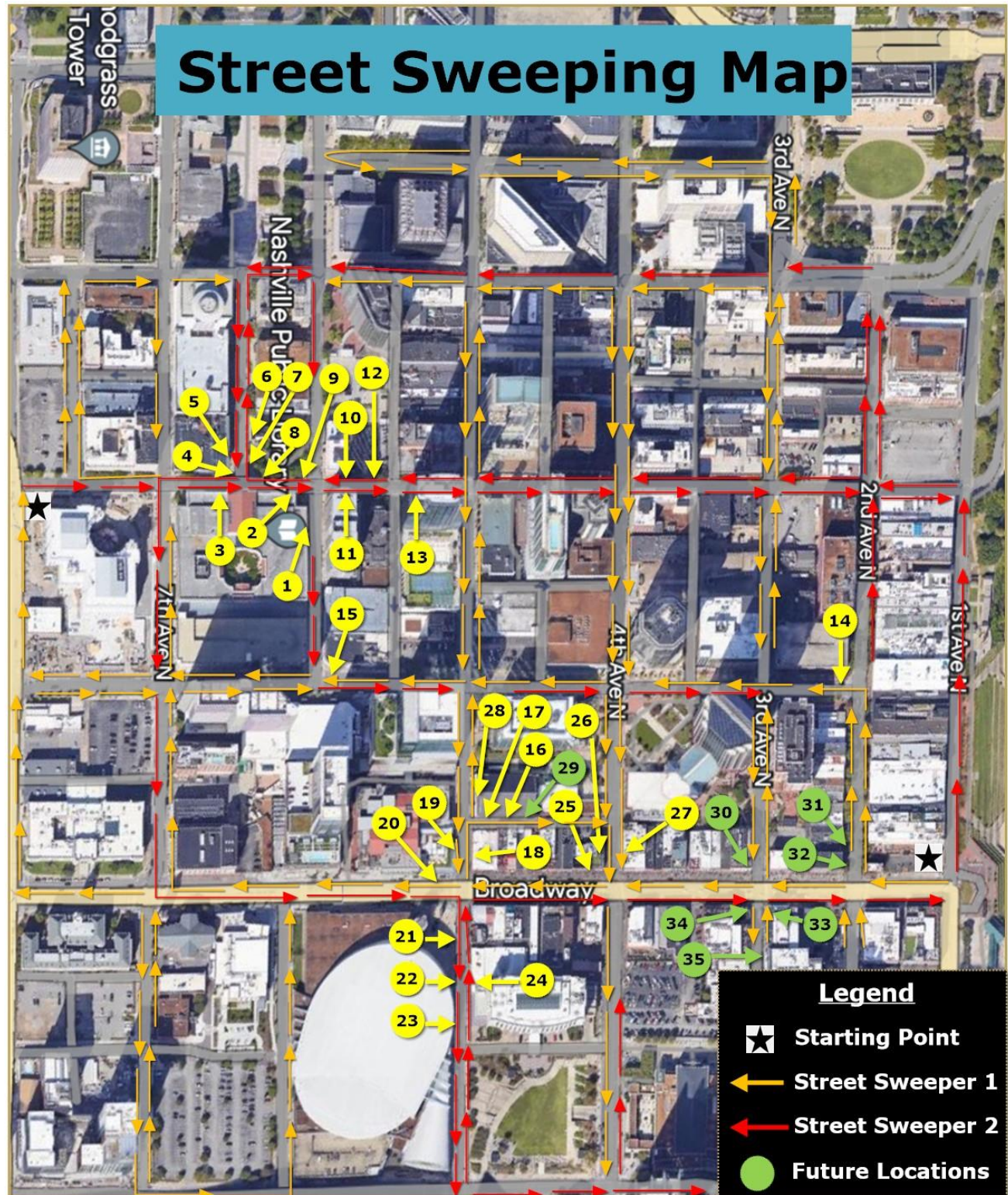
All drain filter locations shall be subject to the approval of Metro Water Services. All future drain filter locations identified on the Storm Drain Map included herein, as well as any additional drains that are not currently identified, must meet the following criteria in order for Metro Water Services to approve drain filters at those locations:

1. A professional hydraulic study must be performed at NDP's sole expense determining the effect the filter will have on a 10-year weather event at the drain location and the immediate area surrounding the drain location.
2. The drain must be a curb line inlet style storm drain.
3. NDP must provide evidence from the filter manufacturer to Metro Water Services that the filter will properly fit the selected inlet.
4. Metro Water Services shall review and approve the future drain filter location(s) prior to installation.

Maintenance Procedure During Street Sweeping Operations

Currently NDP has an established daily street sweeping operation using ride on midsize sweepers (Pictured below). Daily sweeping operations will incorporate the cleaning and/or maintenance of the selected storm drains filters. Since all of storm drains are on the cleaning path for our street sweepers, drivers visually check and remove trash and other debris from the storm drain filters along with the surrounding area as needed. Please refer to the following street sweeper map.







Maintenance Procedure for a Cleaning Ambassador

Additionally, NDP plans to deploy a cleaning ambassador twice weekly (Monday & Thursday) to visit each individual drain to inspect condition as well as perform any required cleaning or maintenance to the storm drain and surrounding area. Along with the bi-weekly inspection, the ambassador will be completing a report to ensure this maintenance has been performed.



Date: _____

Name: _____

Signature: _____

Special Notes: _____

Check if Storm Drain Cleaned:

1. ☐	8. ☐	15. ☐	22. ☐	29. ☐
2. ☐	9. ☐	16. ☐	23. ☐	30. ☐
3. ☐	10. ☐	17. ☐	24. ☐	31. ☐
4. ☐	11. ☐	18. ☐	25. ☐	32. ☐
5. ☐	12. ☐	19. ☐	26. ☐	33. ☐
6. ☐	13. ☐	20. ☐	27. ☐	34. ☐
7. ☐	14. ☐	21. ☐	28. ☐	35. ☐



Storm Drain Filter – Inspection Report

Special Requests / Reporting

Any maintenance related to the vented hood covers/filters shall be the responsibility of the Downtown Partnership, including removal of the filters if the regular maintenance performed by Downtown Partnership is not adequate for litter removal during normal tourism activities from downtown businesses and special events.

During the visits by both the sweeping operations and the cleaning ambassadors, if any issues related directly to the operation of the existing storm inlets and drainage system maintained by the Metro Water Services Stormwater and System Service Divisions are observed that are outside of the ambassador's abilities, these items will be documented and reported in following manor:

- Each storm drain with filters installed will have a QR coded placard that can be scanned directing the submitter to a website allowing for the submission of a maintenance request. From here, NDP administrative team can report these issues to HUB Nashville, Nashville Department of Transportation, Metro Water Services, or any other entity that would need to be contacted to resolve the issue. Any person would be able to submit a cleaning or maintenance request via the QR coded placard*.



***These QR labels will also educate the public on the environmental benefits that this new initiative will create.**

- Needed maintenance pertaining to the functioning of the existing inlets and drains should be reported through the HUB Nashville portal.
- Urgent maintenance and repair needs of existing inlets and drains pertaining to threats to safety or property should be reported to 615-862-4600.

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No.

A resolution approving a License and Maintenance Agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services, and the Nashville Downtown Partnership, for the installation and maintenance of storm drain filters in the downtown area.

Introduced

Amended

Adopted

Approved

By Metropolitan Mayor