

GRANT SUMMARY SHEET

Grant Name: National Integrated Heat Health Information System Urban Head Island Mapping 22-22

Department: MAYOR'S OFFICE

Grantor: NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

Pass-Through Grantor (If applicable): CLIMATE ADAPTATION PLANNING ANALYTICS, LLC

Total Award this Action: \$0.00

Cash Match Amount: \$0.00

Department Contact: Kendra Abkowitz
880-1506

Status: NEW

Program Description:

The National Oceanic and Atmospheric Administration (NOAA) has provided funding to CAPA Strategies to support urban heat island mapping campaigns in approximately 8-10 communities in 2022. Nashville has been selected to participate in this technical assistance opportunity and will receive urban heat island mapping for an area of 100 square miles in the City. The Mayor's Office, on behalf of Metro Nashville and numerous community partners, will lead coordination of necessary resources for this technical assistance opportunity. No funds will be exchanged with NOAA. Metro's contribution is primarily in the form of volunteer recruitment, education, and outreach. For additional information please review the contents of the following page: <https://nihhis.cpo.noaa.gov/Urban-Heat-Island-Mapping/UHI-Campaigns>.

Plan for continuation of services upon grant

There is no plan for continuation of the research after expiration of the grant. Metro is not taking on any additional activities as part of this scope of work.

Grants Tracking Form

Part One					
Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>	
Contract Amendment <input type="radio"/>		Department		Contact	Phone
MAYOR'S OFFICE		004		Kendra Abkowitz	880-1506
Grant Name: National Integrated Heat Health Information System Urban Head Island Mapping 22-22					
Grantor: NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION Other:					
Grant Period From: 05/01/22		<small>(applications only)</small> Anticipated Application Date:			
Grant Period To: 12/31/22		<small>(applications only)</small> Application Deadline:			
Funding Type: FED PASS THRU		Multi-Department Grant <input type="checkbox"/>		If yes, list below.	
Pass-Thru: CLIMATE ADAPTATION PLANNING AN/		Outside Consultant Project: <input checked="" type="checkbox"/>			
Award Type: OTHER		Total Award: \$0.00			
Status: NEW		Metro Cash Match: \$0.00			
Metro Category: New Initiative		Metro In-Kind Match: \$0.00			
CFDA # N/A		Is Council approval required? <input checked="" type="checkbox"/>			
Project Description:		Applic. Submitted Electronically? <input checked="" type="checkbox"/>			
<p>The National Oceanic and Atmospheric Administration (NOAA) has provided funding to CAPA Strategies to support urban heat island mapping campaigns in approximately 8-10 communities in 2022. Nashville has been selected to participate in this technical assistance opportunity and will receive urban heat island mapping for an area of 100 square miles in the City. The Mayor's Office, on behalf of Metro Nashville and numerous community partners, will lead coordination of necessary resources for this technical assistance opportunity. No funds will be exchanged with NOAA. Metro's contribution is primarily in the form of volunteer recruitment, education, and outreach. For additional information please review the contents of the following page: https://nihhis.cpo.noaa.gov/Urban-Heat-Island-Mapping/UHI-Campaigns.</p>					
Plan for continuation of service after expiration of grant/Budgetary Impact:					
There is no plan for continuation of the research after expiration of the grant. Metro is not taking on any additional activities as part of this scope of work.					
How is Match Determined?					
Fixed Amount of \$		or		% of Grant	
				Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:					
A match is not required for receipt of the award. However, Metro and its partners have committed to recruiting volunteers and supporting organization and execution of the mapping that contributes to project execution.					
For this Metro FY, how much of the required local Metro cash match:					
Is already in department budget?		N/A		Fund	
Is not budgeted?				Business Unit	
				Proposed Source of Match: N/A	
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)					
Other:					
Number of FTEs the grant will fund:		0.00		Actual number of positions added:	
				0.00	
Departmental Indirect Cost Rate		0.00%		Indirect Cost of Grant to Metro:	
				\$0.00	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:	
		0.00%		\$0.00	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)					
Draw down allowable? <input type="checkbox"/>					
Metro or Community-based Partners:					
Mayor's Office, Metro Public Health Department, Fisk University, Tennessee State University, Vanderbilt University, Middle Tennessee State University, Cumberland River Compact, Urban Green Lab, Tennessee Climate Office, Tennessee Department of Health, and Adventure Science Center.					

Part Two										
Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY23	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Date Awarded:				04/19/22	Tot. Awarded:		\$0.00	Contract#: LETTER		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

GCP RECEIVED 4/22/22

TW

GCP APPROVED 4/27/22

MEMORANDUM OF UNDERSTANDING

THIS BINDING MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into between City of Nashville (“Client”) and CAPA Strategies, LLC, doing business as Climate Adaptation Planning Analytics, an Oregon limited liability company (“CAPA”) this 5th day of April, 2022.

RECITALS:

WHEREAS, Client desires to participate in a 2022 Urban Heat Island Mapping project to conduct a scientific field mapping study, the “Campaign”, within a total of 100 square miles within Nashville, Tennessee;

WHEREAS, CAPA will plan, organize, provide data collection tools, analytics, and prepare the results from this project;

WHEREAS, the final report will be a geographically specific, scientific analysis of the impact of air temperatures within neighborhoods, identifying those areas that suffer from more intense heat due to the built environment; and

WHEREAS, CAPA and Client desire to enter into this MOU to outline their binding agreement.

NOW, THEREFORE, in consideration of the covenants and representations made below, and the above recitals which are incorporated herein by reference and made an essential part of this MOU, the parties agree as follows:

Section 1. Client’s Obligations and Responsibilities: To ensure a successful project, Client agrees to the following items.

1. Client will lead local planning and execution of the study by following the program procedures as recommended by CAPA;
2. Client will consult with a Weather Forecast Officer from the National Weather Service, provided by CAPA and the National Oceanic & Atmospheric Administration (NOAA), to determine a tentative date for the data collection campaign;
3. Client will recruit local community members, “participants” or “volunteers”, to engage in data collection, and ensure that each participant (i) attends a virtual or in-person training, (ii) completes a “Knowledge Check” assessment, and (iii) signs a liability release waiver prior to participating in the campaign;
4. Client will arrange and lead a virtual or in-person participant training session, with support from CAPA in the form of a recommended meeting agenda, comprehensive animated training video, and question & answer session;

5. Client will receive shipment of the sensor equipment in advance of the target campaign date (barring any shipping delays by FedEx, equipment will arrive prior to the campaign, usually between 3 and 7 days), distribute and closely track the sensors amongst campaign participants, and send all sensor equipment back to CAPA within two days following the campaign, unless otherwise agreed to by both parties. Equipment shipment and return will be via FedEx and pre-paid by CAPA;
6. Client will complete a “Route Report” within two days following the campaign, as a detailed account of the campaign, as well as provide all relevant field notes from participants;
7. Client will participate in follow-up activities such as a feedback survey and debrief & next-step discussions.

Section 2. CAPA’s Obligations and Responsibilities: To ensure a successful project, CAPA agrees to the following items.

1. Task 1: May to June, 2022 – Prepare for the field campaign
 - a. Provide to Client a set of program materials that includes participant outreach & training materials, process timelines, tracking resources, etc., and guides Client through the process of planning and completing the field campaign;
 - b. Hold virtual team meetings with Client to prepare for and complete the heat campaign;
 - c. Support the participant training session with necessary materials, and attend the session to answer questions.
2. Task 2: June, July, August, or September 2022 (exact date TBD) – Execute the field campaign
 - a. Ship all necessary sensor equipment (described in Exhibit A) to Client;
 - b. Offer technical and/or logistical support as needed during the campaign;
 - c. Provide a self-addressed, pre-paid return label for returning all the equipment to CAPA.
3. Task 3: Eight to twelve weeks following receipt of equipment by CAPA – Process, analyze and deliver the data
 - a. Apply a standard Quality Assurance & Quality Control process to clean and ensure adequate data quality from field campaign;
 - b. Integrate necessary satellite data for the purpose of informing land use and land cover variables;
 - c. Run computer scripts and models for developing area-wide models of ambient temperatures and heat indices at the three time periods of the campaign day across the designated study area;
 - d. Develop and share heat maps and methods in a summary report along with the processed data through the open data platform, the Open Science Framework

(OSF). The processed traverse points will be provided in shapefile format (Geographic Information System), and the area-wide models in the format of raster geo-TIFs;

- e. Conduct a follow-up meeting with organizers and any other collaborators to discuss results and explore next steps.

Section 3. Period of Agreement: The period of this agreement is from the completion of this signed executed agreement through December 31st, 2022, by agreement of the parties this MOU may be amended and/or extended for mutually agreeable periods provided such extensions are in writing and executed by the parties.

Section 4. Changes to this Agreement: No changes or amendments may be made to this agreement unless mutually agreed upon by both parties, made in writing, and executed by both parties. Should parties agree to change this scope of work,

Section 5. Notice: All notices, requests, demands and other communication shall be in writing and sent by electronic mail, overnight delivery, registered mail, certified mail, or hand delivery, addressed to the party's principal place of business herein written. Either party may inform the other, by notice in writing, to direct future notices, requests, or demands to be sent to a different address. Notices shall be deemed given at the time of delivery. The Authorized Representatives of each party are the following:

To CAPA: Joey Williams
 PO Box 42223
 Portland, OR 97242-0223

To Client: City of Nashville
 Kendra Abkowitz, Chief Sustainability & Resilience Officer
 1 Public Square
 Nashville, TN 37201

Section 6. Audit: CAPA and Client shall retain all books, records, and other documents relevant to this agreement for one (1) year after the end of each year included in this MOU.

Section 7. Equipment Use: Client shall use the rental equipment in a careful and proper manner in compliance with, but not limited to, any and all governmental laws, requirements and safety certifications and instructions and specifications, including any required periodic verification of proper calibration. Subject to the provisions of the Tennessee Public Records Act, Tenn. Code Ann. 10-7-503 et seq., Client shall hold in confidence and not sell, transfer, license, loan or otherwise make available in any form to third parties the software and related documentation

provided under any MOU or Agreement. Client shall not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement such software without CAPA's prior written consent.

Section 8. Relationship of the Parties: The parties to this Agreement are not joint venturers, partners, agents, nor representatives of each other, and such parties have no legal relationship other than as contracting parties to this Agreement. Client shall not act or represent or hold itself out as having authority to act as an agent or partner of CAPA or in any way bind or commit CAPA to any obligations, without the prior written consent of the CAPA. Each party hereto represents and warrants to the other that it has the authority to enter this MOU and that it is not a party to any other Agreement which prohibits it from entering into this MOU or which renders any provision of this MOU ineffective or unenforceable.

Section 9. Limitation of Liability: To the extent not prohibited by Tennessee law, in no event whatsoever, regardless of cause or circumstances, shall CAPA be liable for any consequential, incidental, indirect or exemplary damages, either real or alleged, including any losses from equipment downtime. To the extent not prohibited by Tennessee law, under no circumstances shall Client, or any other person, recover from CAPA for any claims or damages in excess of the rental price or sales price, as the case may be, of the equipment or materials, regardless of the basis for such claims or damages. Product descriptions and specification in CAPA's catalog or on the website reflect representations made by the manufacturers of the products and do not constitute guarantees, representations or warranties of CAPA. This Section shall survive the termination or expiration of this MOU.

Section 10. Applicable Laws and Courts: In the event any dispute shall arise out of or relating to this MOU and negotiation is unsuccessful, Client and CAPA agree to use good faith efforts to settle the dispute through mediation prior to resorting to litigation processes and procedures. This MOU shall be governed by the laws of the State of Tennessee without reference to any conflict of laws principles thereunder.

Section 11. Payment for services: Client agrees to the following stipulations regarding payment for the services described herein.

1. The pricing structure for the campaign is based on the size and number of routes necessary to complete the campaign, in CAPA's sole discretion. The total cost of this campaign is \$12,000. Of which, NOAA is contributing \$12,000.
2. If rental equipment (including any cables and/or accessories) is lost, stolen or damaged (other than as the result of ordinary wear and tear) while in the care and custody, Client shall pay CAPA (i) the replacement cost (as new) of the lost, stolen or damaged equipment

or (ii) the cost to repair the damaged equipment. The estimated costs are up to \$600/each if lost or damaged, to be assessed by component damage.

3. Payments made by any other form than check or zero-cost direct account transfer, such as by credit card, will incur the addition of corresponding fees.

[Signature Page Follows]

IN WITNESS WHEREOF, CAPA and Client have executed this MOU by their authorized representatives.

Client: City of Nashville

X

Kendra Abkowitz, Chief Sustainability and Resilience Officer

Signature

X

Date

CAPA STRATEGIES, LLC:

Joey Williams, Manager

Print Name and Title

Joey Williams |

Signature

April 18th, 2022

Date

**SIGNATURE PAGE
FOR
GRANT NO. National Integrated Heat Health Information System Urban Head
Island Mapping 22-22**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

SEE BELOW

Mayor John Cooper

Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DocuSigned by:
Kelly Flannery/mjw

Kelly Flannery, Director
Department of Finance

4/29/2022

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb

Director of Insurance

4/29/2022

Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:
Meki Eke

Metropolitan Attorney

4/29/2022

Date

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

EXHIBIT A

Description of Equipment

The equipment provided by CAPA Strategies include identical packets consisting of a sensor, charging cable, wall adapter, car adapter, and bumper magnet. Each sensor consists of a body, containing the microprocessor, local data storage, charging port, and on/off switch; neck, containing data-transfer wires; and head, containing the thermocouple and intake fan. The packets are contained within numbered plastic bags and secured with packaging material during shipping.



CAPA Heat Watch Volunteer Release and Waiver of Liability Form

This Release and Waiver of Liability (the “release”) executed on today’s date (as signed below) by the “Volunteer” (as signed below) releases HOST ORGANIZATION, and CAPA Strategies LLC., (collectively referred to as “the Organizers”) organized and existing under the laws of the State of STATE, and each of its directors, officers, employees, and agents from any and all liabilities. The Volunteer desires to provide services to engage in activities related to serving as a volunteer. Volunteer understands that the scope of Volunteer’s relationship with the Organizers is limited to a volunteer position; that the Organizers will not provide any benefits to Volunteer; and that Volunteer is responsible for his/her/ their own insurance coverage in the event of personal injury, bodily injury, illness, or property damage as a result of Volunteer’s services to the Organizers.

1. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless the Organizers, and their successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the volunteer services I provide to the Organizers. I understand and acknowledge that this Release discharges the Organizers from any and all liability or claim that I may have against the Organizers with respect to bodily injury, personal injury, illness, death, or property damage that may result from the volunteer services I provide to the Organizers or occurring while I am providing volunteer services.

2. Insurance: Further I understand that the Organizers do not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance.

3. Medical Treatment: I hereby Release and forever discharge the Organizers from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my volunteer service with the Organizers.

4. Assumption of Risk: I understand that the volunteer services I provide to the Organizers may include activities that may be hazardous to me including the driving of a vehicle for scientific data collection purposes. As a volunteer, I hereby expressly assume all risk of injury or harm from these activities and Release the Organizers from any and all liability.

5. Photographic Release: I grant and convey to the Organizers all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by the Organizers in connection with my providing volunteer services.

6. Other: As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of STATE, and that this Release shall be governed by and interpreted in accordance with the laws of the State of STATE.

- As a volunteer, I am expected to act within the scope of my assigned volunteer responsibilities.
- As a volunteer, I am donating my services for civic, charitable, or humanitarian reasons and my participation is voluntary.
- An employee may be a volunteer for an organization only if the service as a volunteer for the municipality is not the same type of service that the employee is employed to perform for the municipality.
- The Organizers retain the right to accept, decline, or terminate the services of a volunteer for any reason.
- I do not expect and will not receive any present or future salary, wages, or other benefits for these voluntary services.
- I understand that volunteer service may be ended at any time by either the volunteer or the Organizers for any reason without cause or prior notice.
- I will adhere to all policies and procedures related to workplace conduct and use of resources.
- I acknowledge that I shall receive no compensation from the Organizers as a result of my participation.
- I may receive a nominal gift card as a reimbursement or nominal fee for my volunteer services.
- As a volunteer, I allow my name to be attributed to the project and resulting datasets.

I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected. By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Sign this waiver electronically here: [link]