



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, DECEMBER 3, 2024**

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SUBSTITUTE ORDINANCE NO. BL2024-612

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R40 to ~~MUL-A-NS~~ SP zoning for property located at 6505 Charlotte Pike, approximately 260 feet east of Hillwood Blvd (0.48 acres), all of which is described herein (Proposal No. 2024Z-104PR-001).

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

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from R40 to ~~MUL-A-NS~~ SP zoning for property located at 6505 Charlotte Pike, approximately 260 feet east of Hillwood Blvd (0.48 acres), being Property Parcel No. 031 as designated on Map 102-08 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Property Parcel No. 031 as designated on Map 102-08 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to those permitted in the MUL-A-NS zoning district, excluding the following, which shall be prohibited:

- Alternative financial services
- Automobile convenience
- Bar or nightclub
- Beer and cigarette market
- Car wash
- Flea market
- Distributive business/wholesale
- Warehouse

Section 4. Be it further enacted, that the following conditions shall be completed, bonder or satisfied as specifically required:

1. Ingress and egress to the property shall be limited to Charlotte Pike.
2. A type C-3 landscape bufferyard and 6-foot solid fence shall be installed along all property lines shared with parcels zoned R40.
3. All dumpsters and/or waste receptacles shall be fully screened from visibility off-site.
4. Building height shall be limited to two stories in 35 feet.
5. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
6. Comply with all conditions and requirements of Metro reviewing agencies.

Section 5. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the MUL-A-NS zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 3 8. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

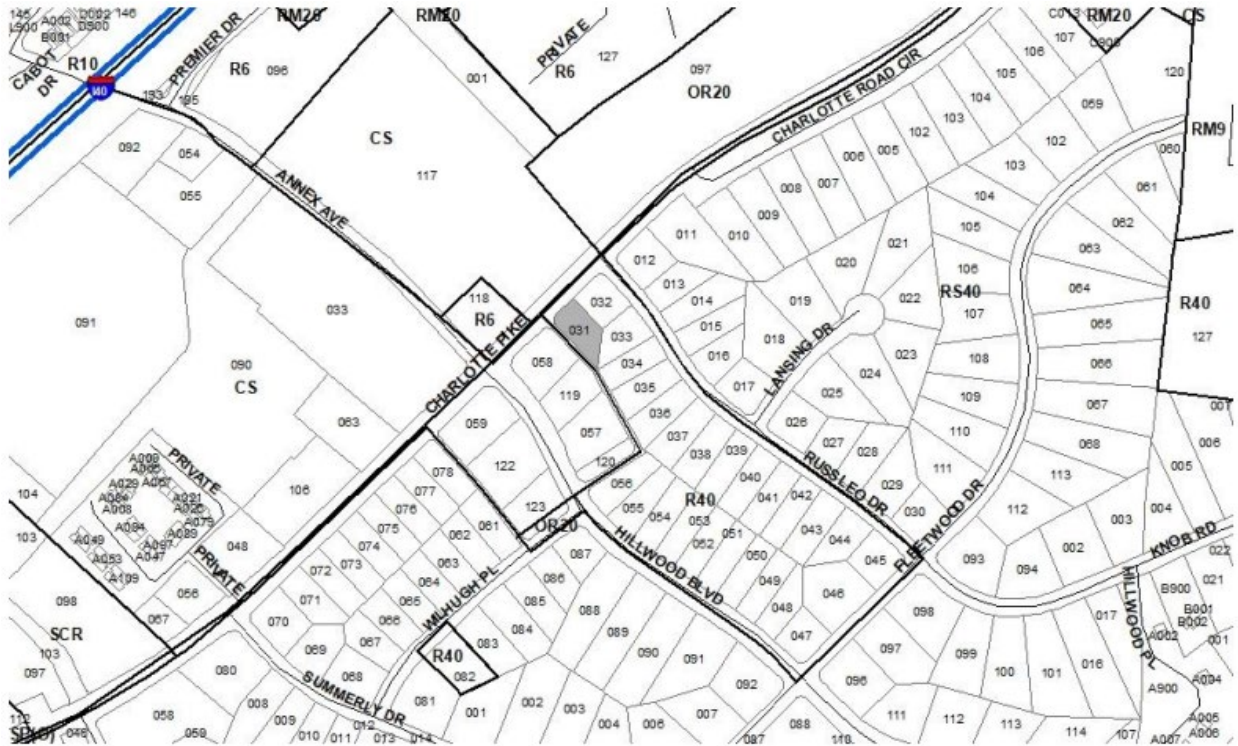
Section 4 9. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Rollin Horton
Member of Council

2024Z-104PR-001
Map 102-08, Parcel(s) 031
Subarea 07, West Nashville
District 20 (Rollin Horton)
Application fee paid by: 6505 Charlotte Partners

A request to rezone from R40 to MUL-A-NS SP zoning for property located at 6505 Charlotte Pike, approximately 260 feet east of Hillwood Blvd (0.48 acres), requested by Fulmer Lucas Engineering, applicant; 6505 Charlotte Partners, owner.



SUBSTITUTE ORDINANCE NO. BL2024-621

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County by changing from RS15 to ~~RM9-NS~~ R10 zoning for property located at 4212 Ashland City Highway, approximately 83 feet north of Clintondale Drive (0.53 acres), all of which is described herein (Proposal No. 2024Z-065PR-001).

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

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS15 to ~~RM9-NS~~ R10 zoning for property located at 4212 Ashland City Highway, approximately 83 feet north of Clintondale Drive (0.53 acres), being Property Parcel No. 013 as designated on Map 069-07 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 069-07 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

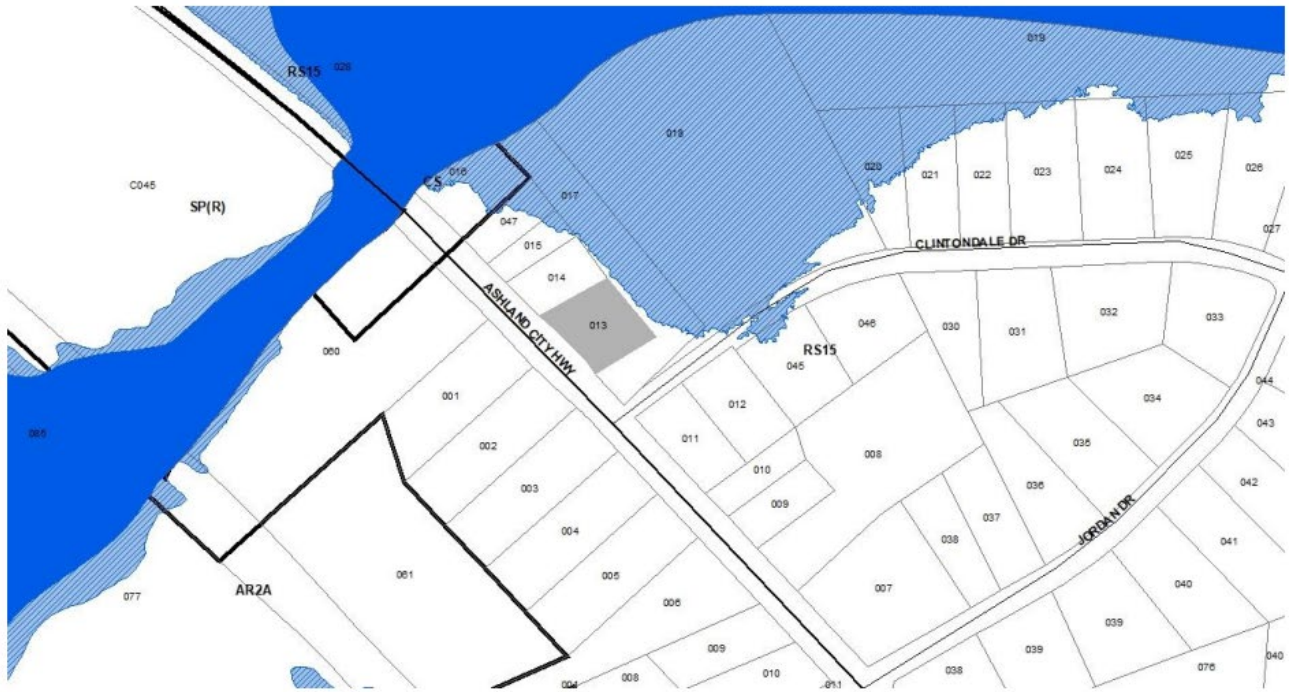
Section 4. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Joy Kimbrough
Member of Council

2024Z-122PR-001
Map 069-07, Parcel(s) 013
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity
District 01 (Joy Kimbrough)
Application fee paid by: RJX Partners LLC

A request to rezone from RS15 to ~~RM9-NS~~ R10 zoning for property located at 4212 Ashland City Highway, approximately 83 feet north of Clintondale Drive (0.53 acres), requested by RJX Partners LLC, applicant; Leroy Curtis ETUX, owner.



SUBSTITUTE RESOLUTION NO. RS2024-792

A resolution approving Amendment Number ~~3~~ 4 to a sole source contract between the Metropolitan Government of Nashville and Davidson County and Fusus, LLC. to increase the value, extend the term, and utilize the full scope of work including surveillance technology, excluding facial recognition and artificial intelligence tools.

WHEREAS, The Metropolitan Government of Nashville and Davidson County (“Metro”) previously entered into Contract 6518701, with Fusus, LLC., for community safety video integration services, the value of which was less than \$250,000; and,

WHEREAS, pursuant to Metropolitan Code of Laws § 13.08.080(C)(2), entering into an agreement with a private entity to acquire, share, or otherwise use surveillance technology or the information it provides, if such agreement includes the exchange of any monetary or any other form of consideration from any source, requires prior metropolitan council approval by a resolution adopted after a public hearing; and,

WHEREAS, the parties desire to enter into Amendment Number ~~3~~ 4 to this contract to increase the value of the contract, extend the term of the contract, and utilize the full scope of work for the contract, excluding facial recognition and artificial intelligence tools ~~that includes integration of surveillance technology from community members who register their privately owned cameras;~~ and,

WHEREAS, the Metropolitan Nashville Police Department has created and publicly posted a policy for the acquisition and use of video through this program; and

WHEREAS, approval of the contract amendment attached hereto and incorporated herein with Fusus, LLC. will benefit the citizens of the Metropolitan Government of Nashville and Davidson County.

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

Section 1. That Amendment Number ~~3~~ 4 to a contract between The Metropolitan Government of Nashville and Davidson County and Fusus, LLC. (contract number 6518701), to increase the value, extend the term, and utilize the full scope of work including surveillance technology, excluding facial recognition and artificial intelligence tools, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. Notwithstanding language in the contract amendment attached hereto and incorporated herein, this resolution does not provide authorization under Section 13.08.080 of the Metropolitan Code for the use of any surveillance technology besides:

- a) the integration of videos from cameras owned by public and private entities, with the assent of the owner of such cameras, for use by the Metropolitan Nashville Police Department; and,
- b) the use of such video; and,
- c) the storage of such video.

Section 3. That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Erin Evans
Member of Council

Contract Amendment Abstract A Matter #:A-48032

Contract Amendment Information

Contract Title: Community Safety Video Integration Service
 Amendment Summary: Amend clause 3.1 Contract Term to extend to 60 months, Amend Clause 4.1 Contract value to add \$525,000.00 for a revised total of \$774,900.00 due to the added 33 months, Insert Preemptive language clause as clause 5.4, Remove and replace Exhibit A-Proposal and Pricing to include specific facial recognition software and Artificial Intelligence tools language, and remove and replace Exhibit D-Fusus Terms of service due to the modification of section B.

Contract Number: 6518701 Amendment Number: 4 Request Number: A2025019
 Type of Contract: Multi-Year Contract **Requires Council Legislation:** Yes
High Risk Contract (Per Finance Department Contract Risk Management Policy): No
Sexual Harassment Training Required (per BL2018-1281): Yes
 Contract Start Date: 09/27/2022 Contract Expiration Date: 09/26/2027 Contract Term: 60 Months
 Previous Estimated Contract Life Value: \$249,900.00
 Amendment Value: \$525,000.00 Fund: 10101*
 New Estimated Contract Life Value: \$774,900.00 BU: 31160110*

* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole Source
 Procurement Staff: John Stewart BAO Staff: Christopher Wood
 Procuring Department: Police Department(s) Served: Police

Prime Contractor Information

Prime Contracting Firm: Fusus, LLC ISN#: 1010345
 Address: 17800 N 85th St. City: Scottsdale State: AZ Zip: 85255
 Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE LGBTBE (select/check if applicable)
 Prime Company Contact: Jeff Goolsby Email Address: jgoolsby@axon.com Phone #: 480-861-0624
Prime Contractor Signatory: Chris Lindenau **Email Address:** clindenau@axon.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A
 Amount: N/A Percent, if applicable: N/A
Equal Business Opportunity Program: Program Not Applicable
 MBE Amount: N/A MBE Percent, if applicable: N/A
 WBE Amount: N/A WBE Percent, if applicable: N/A
Federal Disadvantaged Business Enterprise: No
 Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.
 B2GNow (Contract Compliance Monitoring): No





**AMENDMENT NUMBER 4 TO CONTRACT NUMBER 6518701
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND FUSUS, LLC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and FUSUS, LLC located in Scottsdale, AZ.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated September 27, 2022, Metro Contract numbered 6518701, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend Clause 3.1 Contract Term to extend to 60 months. Revised clause shall read as follows:

"The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office."

2. Amend Clause 4.1 Contract value to add \$525,000.00 for a revised total of \$774,900.00 due to the added 34 months. Revised clause shall read as follows:

"This Contract has an estimated value of \$774,900.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced."

3. Insert Preemptive language clause as clause 5.4. Inserted clause shall read as follows:

"Should any change in applicable law, including but not limited to federal or state statute, regulation, ordinance, executive order, or directive, permit the use of FUSUS data, programs, or other capabilities in a manner not specifically authorized by the Metropolitan Council under the Agreement and applicable ordinances and policies in place on the date of execution, and upon a finding by the Metro Nashville Police Department or Metropolitan Department of Law, or a vote of the Metropolitan Council, that such action has occurred, the Contract shall be terminated immediately with prior prompt written



notice to Axon. Upon notice of such termination, Axon will remove all access to FUSUS data and any data recovery or transfer right available to Customer shall be waived.”

4. Remove and replace Exhibit A-Proposal and Pricing to include specific language stating Metro will not use facial recognition software or Artificial Intelligence tools as part of the full scope.
5. Remove and replace Exhibit D-Fusus Terms of Service to reflect the modification of section B.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 6518701

Amendment Number 4

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

APPROVED AS TO PROJECT SCOPE:

Chief of Police John Drake SM
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Dennis Rowland JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbornal kt
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Cynthia Gross B
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

Axon Enterprise, Inc.
Company Name

Robert Driscoll
Signature of Company's Contracting Officer

Robert Driscoll
Officer's Name

Deputy General Counsel
Officer's Title

EXHIBIT A – PROPOSAL AND PRICING

The fūsus™ platform will provide the Department with an award-winning public and private video sharing and data integration platform designed to expedite intelligence gathering and provide greater efficiency of response to critical incidents and criminal investigations. The platform also provides a community-facing web portal for private video camera registration to rapidly identify the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and images from both public and private camera owners.

Upon execution of this agreement, the project will initiate and consist of the following:

Thirty-Day Proof of Concept:

- a. Provide and install:
 - i. Eight fūsusCORE™ Pro Appliances for Private Sector Adoption
 - ii. One (1) fūsusCORE AI™ Appliance for Police Video Assets
- b. Motorola PremierOne CAD Integration
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Provide access to software and training of users

At the conclusion of the thirty (30) days, and with customer approval (Written Notice to Proceed), full deployment will begin.

This Service Agreement Proposal will become effective upon signing and continue for twelve (12) months with the option to renew four (4) additional years.

1. Limited Scope of Work for Year-2 Subscription Terms as.
 - a. For Year 2; The price reduction reflects the deactivation of both the private real-time video sharing service and the video live streaming from existing Metro-owned cameras.
 - b. The data integrations included for Year 2 is limited to;
 - i. Computer Aided Dispatch (CAD) Calls for Service;
 - ii. Automated Vehicle Location (AVL) Police Vehicle Location Services;
 - iii. fūsusREGISTRY™: private camera registry information, provided by the public, to rapidly identify the location of cameras in proximity to incidents for investigations.
2. Full Scope of Work: The following fūsus Enterprise Package software and associated hardware will be delivered and installed as part of this agreement. Full Scope of Work does not apply to Year-2.
 - a. fūsusONE™: Initial setup, access and training of users to include up to 3,000 data points and 1,500 simultaneous public/private video feeds
 - b. fūsusCORE™: Installation and setup of remaining fūsusCORE™ Appliances less the quantity installed in proof of concept:
 - i. For City-Owned Video Assets: Eight (8) fūsusCORE Elite AI™ Appliances
 - ii. For Community-Owned Video Assets: Thirty (30) fūsusCORE Pro™ Appliances and Twenty (20) fūsusCORE Lite Extended™ Appliances
 - c. fūsusREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
 - d. fūsusVAULT™: Implementation of a CJIS compliant evidence vault for the storage of all videos and still images captured via the fūsusONE™ platform
 - e. fūsusOPS™: Implementation of the iOS/Android compatible smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management

EXHIBIT A – PROPOSAL AND PRICING

- f. **fūsusTIPS™**: Implementation of our SMS service that provides text communications of pictures, audio and video directly into fūsusVault™
- g. **fūsusAlert™**: Implementation of our iOS/Android application which provides panic alerting to fūsusONE™ along with geolocation of persons in distress and automatic docking of nearby camera assets in the fūsusONE™ platform
- h. **fūsusANALYTICS™**: Implementation of our crime and incident heat mapping and analysis platform
- i. Installation of all necessary hardware
- j. Integration of all current and future video feeds
- k. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

Note: Metro will not use facial recognition software or Artificial Intelligence tools as part of the scope of this agreement at any point during the life of the agreement.

- 3. Within 90 days of a successful Proof of Concept, fūsus will implement the following:
 - a. fūsus will implement granular security control over the following assets in the application. These security controls will be available to be utilized with synchronized Active Directory groups.
 - i. Camera Access (including map views)
 - ii. Camera Grid Views
 - b. fūsus will implement the ability to control a PTZ camera through the Milestone ONVIF bridge. This functionality will use the ONVIF platform for passing the PTZ commands to cameras regardless of camera brand.
 - c. fūsus will work with MNPD to develop and implement a filtering mechanism for CAD Events. The filtering mechanism should be available at the user level and configurable based on CAD incident data fields.

4. Payment and Subscription Terms:

- a. **Payment 1:** Due Upon Delivery of Hardware: **\$125,000**
- b. **Payment 2:** Due Upon Completion of Implementation and Training: **\$50,000**
- c. **Optional Payment 3:** Due Upon 1st Anniversary of Contract Signing **\$74,900**
See limited scope for Year 2 subscription terms in Section 1.
- d. **Conditional Payments 4 through 6 (Years 3-5) are contingent on Metro Council approval and for the full scope of work as defined in Section 2;**
 - i. **Conditional Payment 4:** Due Upon 2nd Anniversary of Contract Signing **\$175,000**
 - ii. **Conditional Payment 5:** Due Upon 3rd Anniversary of Contract Signing **\$175,000**
 - iii. **Conditional Payment 6:** Due Upon 4th Anniversary of Contract Signing **\$175,000**

Note: Additional fūsusCORE™ appliances may be purchased as outlined in attached addendum.

- 5. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:
 - a. fūsusONE™ SaaS
 - b. Unlimited video alerts, access, and video download
 - c. fūsusCORE™ warranty and technical support for the life of the agreement

EXHIBIT A – PROPOSAL AND PRICING

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users to fūsusONE™ – Enterprise Real-Time Crime Center in the Cloud
- b. Unlimited Access to the fūsusONE™ Dashboard for designated users
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Ongoing Integration Services with the CAD System
- e. Installation and Technical Phone Support
- f. Provide a Full Solution Warranty for the Life of the Agreement
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

6. Technical Requirements:

- a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
- b. The customer will designate a primary POC for the deployment of the fūsus™ solution.
- c. Minimum network speed of .5 mb/s for live video sharing will be required for each CORE location.

EXHIBIT A – PROPOSAL AND PRICING

Addendum

ADDITIONAL CORE DEVICES	STORAGE	CAMERAS (Up To)	ARCHIVING (Up To)	MSRP
FususCORE Lite	512GB SDXC	4	2 Days	\$200
FususCORE Lite Extended	1TB SDXC	4	4 Days	\$300
FususCORE Pro	4TB HDD	25	4 Days	\$600
FususCORE Pro Extended	18TB HDD	25	30 Days	\$1,000
FususCORE Elite	36TB HDD	180	4 Days	\$4,000
FususCORE Elite AI	36TB HDD	50	11 Days	\$5,000
Additional 500 Camera SaaS				\$18,000/year

Private & Confidential.

Exhibit D - Fusus Terms of Service

Terms and Conditions Governing a Subscriber's Use of the Fusus Software, and all Fusus Solutions and Services Provided via the Software, including but not limited to the FususONE, FususREGISTRY, FususOPS, FususALERT, FususTIPS, FususNOTIFY, FususCORE, FususVAULT, FususCONNECT and FususNOTIFY product offerings.

1. Introduction:

A. Subscribers to the Terms.

The following Terms of Service Agreement (the "Terms" or the "Agreement") is a binding agreement between Fusus LLC ("Fusus") and you, a user of the Fusus Software ("Software") and/or a Subscriber to the FususONE Real Time Interoperability Solution ("Solution"), as presented in the accompanying Offer Letter, which You agree to, either as an individual of at least eighteen years of age, or as an organizational entity, or as an associational entity, in accordance with your status and existence ("You" or "Subscriber"). These Terms govern Your use of the Fusus Software, the Solution, and all other solutions, services and networks owned or controlled by Fusus (all of which are included in the definition of "Content" provided in Section 1 below), which are provided to You via the Software. When You accessed this Software, and/or when You registered Your account on the Software ("Account") and/or when You clicked the "AGREED" box on the Software login page, You acknowledge Your understanding of these Terms and Your voluntary consent to be bound by these Terms.

(1) Individual Subscribers.

If You are an individual, You hereby represent and warrant to Fusus that You are at least eighteen (18) years of age or and otherwise capable of entering into and performing legal agreements, and that You agree to be bound by the Terms.

(2) Entity Subscribers.

If You are going to use the Solution on behalf of a public entity, business entity, corporate entity, organizational entity, or associational entity, You hereby represent to Fusus that You have the authority to bind that entity to these Terms as the Subscriber, and Your acceptance of these Terms will be treated as acceptance by that public, business, corporate, organizational, or associational entity as the Subscriber. In that event, You acknowledge and understand that "You" and "Your" will refer to that public, business, corporate, organizational, or associational entity as the Subscriber, which Subscriber is bound to these Terms, along with all officers, directors, employees, contractors, agents, or volunteers in and under Subscriber's control and/or supervision, who are also bound to these Terms.

B. Updates to the Terms.

When using the Software, the Solution, and/or any other solutions and/or services provided by Fusus via the Software, You will be subject to any updates and revisions to these Terms. Fusus reserves the right, at Fusus's sole discretion and without prior notice to You, to update, amend, change, modify, add, or remove portions of these Terms at any time by posting the updated Terms ("Updates"). Unless otherwise stated in writing by Fusus, all Updates shall be effective immediately upon posting on the Software, and Your continued use of the Fusus

Software after the posting of any Updates to these Terms constitutes Your binding acceptance of such changes. You acknowledge and agree that it is Your responsibility to ensure that You are current and up-to-date in Your understanding of and compliance with these Terms, notwithstanding whether or not Fūsus has posted any notice of Updates to these Terms on the Software, and you acknowledge, understand, and agree that You must periodically check these Terms for Updates. Additional posted policies, guidelines or rules applicable to specific services and features, may be posted from time to time (“Policies”). All such Policies are hereby incorporated by reference into these Terms. **In the case of any inconsistency between these Terms and any other document that has been incorporated by reference herein, and terms in the Master Agreement 6518701, the Master Agreement shall control.**

2. CONTENT.

A. Content Defined.

The Software contains the Solution and may contain other solutions and products and services, as well as a variety of materials and other items relating to the Solution and to Fūsus’s other products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Software and of the Solution, and the compilation, assembly, and arrangement of the materials of the Software and any and all copyrightable material (including source and object code), trademarks, logos, trade names, service marks, company names, and trade identities of various parties, including those owned by Fūsus and those owned by third parties and licensed to Fūsus for use on the Software (collectively, “Trademarks”), and other forms of intellectual property included in the Software, in the Solution, and/or in any other product or solution or service provided by Fūsus. All of the foregoing, including the Solution and any other solutions, products, and/or services provided by Fūsus through the Software is defined and referred to collectively in these Terms as “Content”.

B. Ownership.

The Software (including any past, present, and future versions) and the Content are owned by Fūsus or controlled by Fūsus through licenses granted to Fūsus by its licensors. All right, title, and interest in and to the Content available via the Software is the property of Fūsus or of our licensors, and is protected by U.S. federal copyright, trademark, patent, and trade secrets laws and by other federal and state intellectual property, and unfair competition laws. In addition to Fūsus’s copyright ownership of the Content, Fūsus owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Software. “Intellectual Property Rights,” as used in these Terms, means any and all rights belonging to Fūsus and existing under patent law, copyright law, semiconductor chip protection law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, in any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trademarks, trade names, copyrightable works, and any confidential information. As between You and Fūsus, Fūsus retains all its respective titles, interests, and ownership in the Software and the Content, and You understand and acknowledge that neither You nor any other Subscriber acquires any ownership in any Intellectual Property Rights regarding the Software or the Content under these Terms.

C. Limited License Granted to You.

Subject to Your strict and ongoing compliance with Your Subscription Agreement and with these Terms, Fūsus

grants You a limited, non-exclusive, revocable, non-assignable, and non-transferable license to use the Software and the Solution (the "Limited License"). The foregoing Limited License does not give You any ownership of, or any other intellectual property interest in, any Content (including, but not limited to, the Solution), and Fūsus reserves the right to suspend or terminate, at any time and for any reason, Your Limited License without any advance notice to You, and without any liability. This Agreement and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Software. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to You are reserved by Fūsus. Any unauthorized use of any Content or the Software for any purpose is strictly prohibited.

3. SUBSCRIBER-GENERATED CONTENT: CONTENT YOU SUBMIT.

A. Your Ownership of Subscriber-Generated Content.

Fūsus may provide a Subscriber the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Software (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials created by a Subscriber (collectively, "Subscriber-Generated Content"). Subject to the rights and license You grant to Fūsus under these Terms (see below), You retain whatever legally cognizable right, title, and interest that You have in Your Subscriber-Generated Content. You understand and acknowledge that Fūsus has no obligation to monitor or enforce Your intellectual property rights to Your Subscriber-Generated Content. (hereinafter, "PII").

B. Fūsus's Enforcement Rights in Subscriber-Generated Content.

You grant Fūsus the exclusive right to protect and enforce its licensed rights to Your Subscriber-Generated Content while it is posted on the Software, including the right to bring and control enforcement actions in Your name and on Your behalf at Fūsus's cost and expense.

C. Your Representations and Warranties

Each time You submit any Subscriber-Generated Content, You represent and warrant that You are the sole author and owner of the intellectual property and other rights to the Subscriber-Generated Content, or You have a lawful right to submit the Subscriber-Generated Content.

4. REPORTING INTELLECTUAL PROPERTY

INFRINGEMENT. DMCA Notice for Copyright

Infringement.

Fūsus will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"), as set forth below. If You own a copyright in a work (or represent such a copyright owner) and believe that the copyright in that work has been infringed by an improper posting of it as part of Subscriber-Generated Content on the Software, then You may send us a written notice that includes all of the following:

- (1) a subject line that says: "DMCA Copyright Infringement Notice"; and
- (2) a description of the copyrighted work that You claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works; and
- (3) a description of the location of the infringing material on the Software; and
- (4) Your full name, address, telephone number, and e-mail address; and
- (5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner; and
- (6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the copyright owner (or, if You are not the copyright owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,
- (7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "/s/" followed by Your full typed name, which will serve as Your electronic signature.

Fūsus may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Fūsus may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

B. Mode of Communication.

Fūsus will only respond to DMCA Notices that it receives by mail or e-mail at the addresses below: **By Mail:**

Fūsus
ATTN: DMCA Notice
5550 Triangle Pky, Suite 100 Peachtree Corners, GA 30092

By E-Mail:

helpdesk@fusus.com

We may send the information that You provide in Your DMCA Notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Fūsus's other rights, Fūsus may, in appropriate circumstances, terminate a repeat infringer's access to the Software and any other Software owned or operated by Fūsus.

C. DMCA Counter-Notification regarding Copyright Infringement.

If access on the Software to a work that You submitted to Fūsus is disabled or the work is removed as a result of a DMCA Notice, and if You believe that the disabled access or removal is the result of mistake or misidentification, then You may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (1) a subject line that says: "DMCA Counter-Notification"; and
- (2) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared on the Software before it was removed or disabled; and
- (3) a statement made under penalty of perjury that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
- (4) Your full name, address, telephone number, e-mail address, and the username of Your Account; and
- (5) a statement that You consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the District of Georgia), and that You will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- (6) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "//s//" followed by Your full typed name, which will serve as Your electronic signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Software. You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

D. Reporting Infringement of Other Intellectual Property.

If You own intellectual property other than a copyright and believe that Your intellectual property has been infringed by an improper posting or distribution of it on the Software, then You may send Fūsus a written notice to one of the addresses set forth in Section 4.A. above that includes all of the following:

- (1) a subject line that says: "Intellectual Property Infringement Notice"; and
- (2) a description of the intellectual property that You claim has been infringed, or a list of the intellectual
- (3) property if multiple works have been infringed; and a description of the location of the infringing material on the Software; and

(4) Your full name, address, telephone number, and e-mail address; and

(5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the owner; and

(6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the owner (or, if You are not the owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,

(7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “//s//” followed by Your full typed name, which will serve as Your electronic signature.

Fūsus will act on such notices in its sole discretion. Any User of the Software that fails to respond satisfactorily to Fūsus with regard to any such notice is subject to suspension or termination. We may send the information that You provide in Your notice to the person who provided the allegedly infringing material.

4. YOUR ACCOUNT AT FŪSUS.

A. Registration.

To access the Solution through the Software, You not only must execute a Subscription Agreement, but also You must become a registered user of the Software by establishing an Account. The Software's practices governing any resulting collection and use of Your personal information in Your Account are disclosed in its Privacy Policy.

B. Usernames and Passwords.

If You register for any feature of the Software that requires a password and/or username, such as the Solution, then You will select Your own password at the time of registration (or we may send You an email notification with a randomly generated initial password) and You agree to the following:

(1) You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property or other right of any person or entity, or that is offensive (Fūsus may reject the use of any password, username, or email address for any reason in our sole discretion); and

(2) You will provide accurate, current, and complete registration information about Yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as You use the features to which the registration relates; and

(3) You are solely responsible for all activities that occur on the Software under Your Account, password, and username, whether or not You authorize the activity (except to the extent that any activity occurs due to unauthorized use of Your password and username by another person or entity), and, accordingly, if You are an entity Subscriber, You are solely responsible for the actions of all persons subject to Your control and/or supervision who access the Software and the Content through Your subscription; and

(4) You are solely responsible for maintaining the confidentiality of Your password and for restricting access to Your

computers, phones, pads, tablets, or other Internet Access Devices, so that unauthorized persons may not access any password protected portion of the Software using Your name, username, or password; and

(5) You will immediately notify Fūsus of any unauthorized use of Your Account, password, or username, or any other breach of security; and

(6) You will not sell, transfer, or assign Your Account or any Account rights.

Fūsus shall have no liability for any loss or damage (of any kind and under any legal theory) to You or any third party arising from Your inability or failure for any reason to comply with any of the foregoing security obligations.

C. Termination in the Event of Non-appropriation.

If You are a public entity and do not appropriate funds for this agreement, then this agreement and all Your obligations terminate. A refund will be provided for any unused portion of the paid subscription, after the 30-day notice period through the remainder of the term.

D. Software Access Charges.

Fūsus reserves the right, upon reasonable notice, to charge for access to some or all of the Software, charge for access to premium functionality or Content on some or all of the Software, or require a subscription or registration to access some or all of the Software. Fūsus further retains the right to change the terms and conditions for accessing the Software or portions of the Software; and the right to restrict access to the Software or portions of the Software, in whole or in part, based on any lawful eligibility requirements Fūsus may elect to impose (e.g., geographic or demographic limitations). Fūsus may modify, revalue, or make the registration free at its sole discretion without advance notice or liability.

E. Your Use of an Internet Access Device and Third-Party Components.

You understand and agree that Your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by You to access the Software ("Third-Party Components") are the sole and exclusive responsibility of You, including all costs of Your use of such Third-Party Components, and that Fūsus has no responsibility for such third-party components, services, or Your relationships with such third parties. You agree that You shall at all times comply with the lawful terms and conditions of Your agreements with such third parties. Fūsus does not represent or warrant that the Software and the Content are compatible with any specific third-party hardware or software or any other Third-Party Components. You are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the Software.

F. Wireless Features.

The Software may offer certain features and services that are available to You via Your wireless Internet Access Device. These features and services may include the ability to access the Software's features and upload content to the Software, receive messages from the Software, and download applications to Your wireless Internet Access Device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from

Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Internet Access Device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier directly with questions regarding these issues. You understand and acknowledge that Fūsus has no responsibility or liability for Your ability or inability to access or take advantage of any Wireless Features due to Your carrier, Your phone service plan, Your Internet Access Device, or any other Third-Party Component.

G. Customer Service.

Fūsus acknowledges the importance of response times for critical systems when technical issues arise. As such, Fūsus shall provide technical support during normal business hours from 9am to 5pm ET, and via an on-call after-hours support team which is available on a 24/7/365 basis. When technical issues arise, Subscriber may contact Fusus Technical Support via phone at: (844) 226-9226 ext. 2 or via email at: helpdesk@fusus.com. Fusus will make every effort in all circumstances to respond to Subscriber technical support inquiries in a timely fashion. For after-hours support requests, Subscriber shall notify Fusus of the priority of their request when it is submitted. The priority shall determine the guaranteed response time as detailed below:

- (1) Priority 1 – Technical concerns impacting a single or multiple users that require immediate resolution during critical incidents or major events at the Agency/Organization. Fūsus to return customer's call or email within 2 hours, including holidays and weekends.
- (2) Priority 2 – Technical concerns impacting multiple users, non-critical/major events. Fūsus to return customer's call or email within 24 hours.
- (3) Priority 3 – Technical concerns impacting a single user, non-critical/major events. Fūsus to return customer's call or email within 1 business day.

5. YOUR GENERAL REPRESENTATIONS AND WARRANTIES.

A. You represent and warrant the following in respect of this Agreement:

- (1) You have the necessary authority to enter into this Agreement; and
- (2) If You are an individual, You are over the age of eighteen; and
- (3) You shall cooperate with all of the instructions, rules, and procedures that apply to Your Fūsus Account;
- (4) You have provided and will continue to provide true, accurate, current, and complete Account registration information; and
- (5) You will respect and abide by all of Your obligations under this Agreement, and You will perform Your obligations under this Agreement diligently; and
- (6) If You are an entity Subscriber, You will monitor and closely supervise all of the persons under Your employment, including all officers, directors, employees, contractors, agents, and legal representatives who access the Software and the Content through Your subscription to ensure their compliance with these Terms,

and You understand, acknowledge, and agree that You are entirely responsible for such compliance by all persons subject to Your control and/or supervision; and

- (7) You will comply with all laws and regulations applicable to this Agreement and to the Software and Content, include all laws regarding personal rights of privacy and publicity.

B. Expressed Warranty.

Products manufactured by Fūsus are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of Fūsus's products provided as part of the Software as a Service agreement with Subscriber, or purchased by Subscriber for use with their subscription, that Subscriber returns to Fūsus during the period of the initial term of the agreement.

- (1) Real-Time Crime Center in the Cloud Subscribers (RTC3): All equipment issued as part of a RTC3 project, including fususCORE™ appliances and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at Fūsus's cost with an appropriate Request to Merchant (RMA) authorization.
- (2) Security Operations Center in the Cloud Subscribers (SOC2): All equipment issued as part of a SOC2 project, including fususCORE™ appliances and peripherals, are warranted for one (1) year from the original date of shipment to Subscriber or its authorized reseller. Extended annual warranty periods purchased by Subscriber for coverage after the first year must be purchased prior to the original shipment of hardware to be considered valid. All warranted hardware will be repaired or replaced at Fūsus's cost with an appropriate Request to Merchant (RMA) authorization.

Fūsus's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at Fūsus's sole option. Fūsus shall bear round-trip shipment costs of defective items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become Fūsus property. This warranty does not extend to any product sold by Fūsus which has been subjected to misuse, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with installation procedures and instructions furnished by Fūsus, or which has been repaired or altered by persons other than Fūsus or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed.

6. INDEMNIFICATION AND LIABILITY

A. Fūsus shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of Fūsus, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any security breach or other breach of a covenant, representation or warranty made by Fūsus under this Contract; and (iii) use by Fūsus of any intellectual property in connection with the Services (whether such intellectual property is owned by Fūsus or a third party) or the incorporation by Fūsus of intellectual property into the Services.

7. GENERAL PROVISIONS.

A. Severability and Interpretation.

If any provision of this Agreement, is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement which will remain in full force and effect.

B. Communications.

Whenever You communicate with Fūsus electronically, such as via e-mail, You consent to receive communications from Fūsus electronically. Please note that, except as set forth in the provisions of this Agreement regarding the DMCA, Fūsus is obligated to respond to inquiries that it receives.

C. No Waiver.

Except as expressly set forth in this Agreement, no failure or delay by You or Fūsus in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.

D. No Partnership or Joint Venture.

Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between You and Fūsus.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED FUSUS, LLC	
POLICY NUMBER See Certificate Numbe 570108126539			
CARRIER See Certificate Numbe 570108126539	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation Coverage

- Hartford Fire Insurance Company
 - AL, OK, UT, VT
- Nutmeg Insurance Company
 - AZ, IL, MI
- Twin City Fire Insurance Company
 - AR, CT, DE, FL, ID, IN, IA, KS, KY, LA, ME, MA, MN, MS, MT, NE, NH, NM, ND, OH, RI, SC, SD, TN, TX, WA, WV, WI, WY
- Sentinel Insurance Company Ltd.
 - CA, GA, MD, NY, OR, PA, VA,
- Hartford Insurance Company of the Southeast
 - CO
- Property and Casualty Insurance Company of Hartford
 - DC
- Hartford Underwriters Insurance Company
 - HI, NJ, MO
- Hartford Accident and Indemnity Company
 NC, NV



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED FUSUS, LLC	
POLICY NUMBER See Certificate Numbe 570108126539		EFFECTIVE DATE:	
CARRIER See Certificate Numbe 570108126539	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
8/1/2024 - 8/1/2025:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention

Policy #034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/12/2024

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED FUSUS, LLC 5550 Triangle Pkwy NW #100 Peachtree Corners GA 30092 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AIG Specialty Insurance Company NAIC # 26883	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570108126589 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	E&O - Technology			014362782 Cyber/E&O-Tech SIR applies per policy terms & conditions	08/01/2024	08/01/2025	Security/Privacy Li SIR Policy Limit	\$5,000,000 \$1,000,000 \$5,000,000

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

A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Cyber/Tech E&O policy.

CERTIFICATE HOLDER

Purchasing Agent
 Metropolitan Government of Nashville and Davidson County, Metro Courthouse
 1 Public Square
 Nashville TN 37201 USA

CANCELLATION

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

Holder Identifier :

570108126589

Certificate No :



**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**



CA #: A2025019

Date Received: Aug. 26, 2024

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Community Safety Video Integration Service Contract Number: 6518701 Amendment Number: 3

Requesting Department: Police Requesting Departmental Contact (Name & #): John Singleton 615-862-7702

Contractor's Business Name: Fusus, LLC. Name of Contract Signatory: Jeff Goolsby

Contract Signatory Email Address: jgoolsby@axon.com

Address: 17800 N 85th St. City: Scottsdale ST: AZ Zip: 85255

Revision Accomplishes: Check all that apply

<input checked="" type="checkbox"/> Term Extension	New End Date: <u>9/26/2027</u>	Include revised schedule if necessary
<input checked="" type="checkbox"/> Contract Value Increase	Original Contract Amount \$175,000 Previously Executed Amendment(s) Amount 74,900 Current Amendment Amount \$525,000 Amendment % Increase 210% Proposed Revised Contract Amount \$774,900	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input type="checkbox"/> Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

BU Number: 31160110 Fund #: 10101 Any Other Accounting Info: _____

Procurement will route in DocuSign for signatures below

Department Requester JS

John Drake
Requesting Department Director's Signature of Approval

8/27/2024 | 7:24 AM CDT
Date



Amendment Request Signature Form

Amendment Number	A2025019
Date Received	Aug. 26, 2024

To Whom It May Concern,

I have read the attached Amendment Request Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

8/29/2024 | 8:00 AM CDT

Date Signed



Fusus, LLC. Contract Amendment #3 Request

Information

Contract: 6518701

Original Contract Value: \$ 175,000

Previous Executed Amendment: 74,000

Additional Amount Requested: \$ 525,000

Proposed Contract Value: \$ 774,900

Contract Value Increase Justification

This amendment will extend the contract to 5-years and will add the contract value necessary for annual software licensing costs to the end of the 5-year contract.

This contract was originally executed as a one-year term to provide the opportunity to evaluate the software system for effectiveness within the first year. Year 2 was reduced in scope after consultation with Metro Legal regarding compliance with Metro Ordinances. In year 3 through year 5, we are seeking full scope of services. In year 1, the software system was proven to successfully provide community safety video integration services by providing a cost-effective solution for members of the public to share their externally facing camera feeds with Metro Police if they so choose. The system has further demonstrated successful integration with other police data and resources to provide greater efficiency of police response to critical incidents and criminal investigations.

Amendment Request Review

Reviewed By:	Terri Ray	Department:	Police
Contract #:	6518701	Unique ID No.	A2025019
Contractor Name:	Fusus, LLC	Contract Description:	Community Safety Video Integration Service
Amendment No:	3	Amendment Amount:	\$525,000.00
Recommendation:	Approve		

Review:

Amendment 3 for Contract 6518701 for estimated value increase of \$525,000.00 for a revised estimated amount of \$774,900.

- Request modifies the scope of service within the contract if council approves as part of the public hearing process.
- Request extends the term of the contract.

Based on the above, amendment is recommended

AMENDMENT NO. _____
TO
RESOLUTION NO. RS2024-792

Madam President –

I hereby move to amend Resolution No. RS2024-792 by adding the following as a new Section 3 and renumbering the existing Section 3 accordingly:

Section 3. Notwithstanding language in the contract amendment attached hereto and incorporated herein to the contrary, this resolution prohibits the misuse of the surveillance technology by the Metropolitan Nashville Police Department (“MNPD”). For the purposes of this resolution, “misuse” means any of the following:

- a) Accessing, obtaining, or utilizing data obtained from private Fusus-integrated users if no probable cause exists to link that data to an ongoing criminal investigation or active call for service.
- b) Accessing, obtaining, or utilizing data obtained from Fusus technology outside of the scope of MNPD Community Safety Camera System policy; any applicable memorandums of understanding or contracts; any terms of services; and any applicable local, state, or federal laws.
- c) Accessing, obtaining, or utilizing data obtained from Fusus technology to target, harass, and/or intimidate individuals or groups based on actual or perceived characteristics, including, but not limited to, race, national origin or ancestry, disability, gender identity, sexual orientation, citizenship status, religious beliefs, political affiliations, or familial status.
- d) Accessing, obtaining, or utilizing data obtained from Fusus technology to target, harass, and/or intimidate individuals or groups that would violate any Metropolitan Government or MNPD policy regarding sexual harassment or sexual misconduct.
- e) Accessing, obtaining, or utilizing data obtained from Fusus technology outside of the MNPD Community Safety Center.
- f) Accessing, obtaining, or utilizing data obtained from Fusus technology by any non-authorized user.
- g) Failure to follow the data retention protocol for public Fusus-linked cameras.
- h) Failure to provide written exemptions and follow existing evidence protocol for Fusus data kept beyond the public and private data retention periods for evidentiary purposes.
- i) Failure to maintain proper audit/usage logs for access to Fusus technology.
- j) Selling, sharing, or releasing any data obtained from Fusus technology without following the established evidence sharing channels or in the absence of a subpoena.

SPONSORED BY:

Joy Styles
Member of Council

SUBSTITUTE RESOLUTION NO. RS2024-876

A resolution honoring Rosetta Miller-Perry on the occasion of her 90th birthday.

WHEREAS, Rosetta Miller-Perry is a distinguished and influential leader in her community, having dedicated her life to civil rights activism, journalistic excellence, and the advancement of African Americans throughout Tennessee and beyond; and

WHEREAS, Mrs. Rosetta Miller-Perry was born Rosetta Irvin on July 7, 1934 in Coraopolis, Pennsylvania. The steel mills attracted her parents, Anderson Irvin and Mary Hall Irvin to Coraopolis from New Orleans, Louisiana; and

WHEREAS, Mrs. Miller-Perry grew up near the Allegheny River where she spent her first four years on her aunt's house boat. She attended McKinley Elementary School and Coraopolis Junior High School. A good student, who read the Pittsburgh Courier and played the organ for her church, Miller-Perry graduated from Coraopolis Senior High School in 1952.

WHEREAS, Mrs. Miller-Perry joined the United States Navy in 1954, where she worked for Adam Bush in the Pentagon and for the Adjutant General's Office in Germany; and

WHEREAS, Mrs. Miller-Perry completed her B.S. degree in chemistry from the University of Memphis in 1956 and her D.M.S. from the John A. Gumpton School of Mortuary Science in 1957. In 1958, she attended Tennessee State University and then Meharry Medical College for nurses training as she worked for Southern Funeral Home; and

WHEREAS, actively involved in the civil rights struggle, Mrs. Miller-Perry worked closely with Z. Alexander Looby, Curley McGruder, Reverend Kelly Miller Smith and other leaders; and

WHEREAS, when Looby's home was bombed by the Ku Klux Klan in 1960, Mrs. Miller-Perry moved to Memphis. She worked closely with SCLC and Dr. Martin Luther King, Jr; and

WHEREAS, Mrs. Miller-Perry was brought into the United States Civil Rights Commission (USCRC) in 1960 as a clerk typist, then as a field representative. Assigned to cover the Memphis Garbage Strike in 1968, Mrs. Miller-Perry witnessed the chaos after the murder of Dr. King; and

WHEREAS, Mrs. Miller-Perry was assigned to the United States Equal Employment Opportunity Commission (EEOC) in 1975. She became Nashville Area Director of the EEOC. She retired from government service in 1990; and

WHEREAS, Mrs. Miller-Perry founded Perry and Perry Associates in 1990 and published Contempora, a Tennessee-focused African-American magazine; and

WHEREAS, in 1992, Mrs. Miller-Perry founded the community-oriented Tennessee Tribune, a publication that has been a vital voice for the African American community, providing a platform for news, events, and perspectives that reflect the concerns of its readers; and

WHEREAS, Mrs. Miller-Perry established the Greater Nashville Black Chamber of Commerce (GNBCC) in 1998. That same year, Miller-Perry created the Anthony J. Cebrun Journalism Center in partnership with Dell Computers to prepare young people for careers in journalism; and

WHEREAS, the Rosetta I. Miller Scholarship at Memphis State University was created in her honor and the annual \$1,000 Rosetta Miller-Perry Award for Best Film by a Black Filmmaker is presented at the Nashville Film Festival; and

WHEREAS, Mrs. Miller-Perry has received numerous awards including being honored by the National Newspaper Publishers Association with the 2019 Lifetime Achievement Award for her contributions to the black press of America; and

WHEREAS, Mrs. Miller-Perry serves on numerous boards and is a member of multiple organizations, including the illustrious Alpha Kappa Alpha Sorority, Inc., the oldest historically African-American sorority in the United States, and the Nashville chapter of Les Gemmes, Inc., a historically African-American organization dedicated to service in our local communities; and

WHEREAS, Mrs. Miller-Perry celebrated her 90th birthday on July 7, 2024; and

WHEREAS, Mrs. Miller-Perry has spent decades bettering Nashville and Davidson County through her activism, journalism, and public service; and

WHEREAS, Mrs. Miller-Perry's tireless efforts and contributions have benefitted Nashville and Davidson County and positively affected many lives; and

WHEREAS, it is fitting and proper for the Metropolitan Council to recognize Rosetta Miller-Perry for her hard work and commitment on the occasion of her 90th birthday.

~~WHEREAS, Mrs. Rosetta Miller-Perry celebrated her 90th birthday on July 7, 2024; and~~

~~WHEREAS, Mrs. Miller-Perry has spent decades bettering Nashville and Davidson County through her activism, journalism, and public service; and~~

~~WHEREAS, following her service in the United States Navy, Mrs. Miller-Perry came to Nashville actively involved in the city's sit-in movement before beginning to work for the U.S. Civil Rights Commission; and~~

~~WHEREAS, she served as the first African-American field director of the Equal Employment Opportunity Commission in Nashville and remained in government service for decades; and~~

~~WHEREAS, following her federal service, Mrs. Miller-Perry began publishing Contempora, a Tennessee-focused African-American magazine; and~~

~~WHEREAS, in 1991, Mrs. Miller-Perry founded the Tennessee Tribune, a community-oriented newspaper created to speak truth to power and share positive news about Nashville's African-American community; and~~

~~WHEREAS, the Tribune has become a treasured and trusted news source in Nashville and Davidson County that provides key news and insights in the region; and~~

~~WHEREAS, Mrs. Miller-Perry also helped establish the Greater Nashville Black Chamber of Commerce, which works to be a preeminent resource for Nashville-area African-American businesses to connect learn, grow, and prosper; and~~

~~WHEREAS, she has also served on a number of boards, helped create several scholarships, and received numerous awards for her decades of service; and~~

~~WHEREAS, Mrs. Miller Perry's tireless efforts and contributions have benefitted Nashville and Davidson County and positively affected many lives; and~~

~~WHEREAS, it is fitting and proper for the Metropolitan Council to recognize Rosetta Miller Perry for her hard work and commitment on the occasion of her 90th birthday.~~

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

Section 1. That the Metropolitan County Council hereby goes on record as recognizing the work and legacy of Mrs. Rosetta Miller-Perry ~~on the occasion of her 90th birthday.~~

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.

INTRODUCED BY:

Kyonzte Toombs
Member of Council

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2024-891

Madam President –

I hereby move to amend Resolution No. RS2024-891 by replacing the existing attachment with the updated grant contract for a Brownfields Redevelopment Area Grant (BRAG) from the Tennessee Department of Environment and Conservation, to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Planning Department, attached to this amendment.

SPONSORED BY:

Delishia Porterfield
Member of Council

GRANT SUMMARY SHEET

Grant Name: Brownfields Redevelopment Area Grant (BRAG) 24-25

Department: PLANNING COMMISSION

Grantor: TENNESSEE DEPT. OF ENVIRON. & CONSERVATION

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$99,750.00

Cash Match Amount \$0.00

Department Contact: Randi Semrick
615-862-7230

Status: NEW

Program Description:

If awarded, the grant will fund Phase Two Environmental Site Assessments on the Metro-owned central waterfront properties identified in the Imagine East Bank Vision Plan as parks and open space. Federal and State laws require ESAs as a first step in the redevelopment of properties that may contain environmental contaminants.

Plan for continuation of services upon grant expiration:

None

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	Dept. No.	Contact			Phone	Fax	
PLANNING COMMISSION	007	Randi Semrick			862-7230		
Grant Name:	Brownfields Redevelopment Area Grant (BRAG) 24-25						
Grantor:	TENNESSEE DEPT. OF ENVIRON. & CONSERVATION			Other:			
Grant Period From:	08/01/24	(applications only) Anticipated Application Date:					
Grant Period To:	07/31/26	(applications only) Application Deadline:					
Funding Type:	STATE	Multi-Department Grant		<input type="checkbox"/> → If yes, list below.			
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	COMPETITIVE	Total Award:		\$99,750.00			
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 type="checkbox"/>			
Project Description:			Applic. Submitted Electronically?		<input checked="" type="checkbox"/>		
The grant will fund Phase Two Environmental Site Assessments on the Metro-owned central waterfront properties identified in the Imagine East Bank Vision Plan as parks and open space. Federal and State laws require ESAs as a first step in the redevelopment of properties that may contain environmental contaminants.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
None.							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
No local match required.							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		\$0.00	Fund		Business Unit		
Is not budgeted?			Proposed Source of Match:		None		
(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		46.29%	Indirect Cost of Grant to Metro:		\$46,174.28		
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow. 4.76%	Ind. Cost Requested from Grantor:		\$4,750.00 in budget		
*(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:							

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	FY24									
Yr 2	FY25		\$99,750.00					\$99,750.00	\$46,174.28	\$4,750.00
Yr 3	FY26									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$99,750.00	\$0.00	\$0.00		\$0.00	\$99,750.00	\$46,174.28	\$4,750.00
Date Awarded:		11/05/24		Tot. Awarded:		\$99,750.00		Contract#:		
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

Rev. 5/13/13
5822

GCP Received
11/20/2024

GCP Approved
11/20/2024

VW

 <h2 style="margin: 0;">GOVERNMENTAL GRANT CONTRACT</h2> <p style="margin: 0;">(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</p>					
Begin Date	End Date	Agency Tracking #	Edison ID		
8/1/24	7/31/26	32701-25-259	TBD		
Grantee Legal Entity Name				Edison Vendor ID	
Metropolitan Government of Nashville & Davidson				0000000004	
Subrecipient or Recipient		Assistance Listing Number			
<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Grantee's fiscal year end: 6/30			
Service Caption (one line only)					
Investigation of brownfield sites					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY25	99,750.00	0.00	0.00	0.00	99,750.00
FY26	0.00	0.00	0.00	0.00	0.00
FY27	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TOTAL:	\$99,750.00	0.00	0.00	0.00	\$99,750.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		TDEC assembled a panel of 15 subject matter experts to review, rank, and recommend grant applications for funding. Other subject matter experts may be included in review discussions or asked to contribute specific feedback necessary for completing the reviewing, ranking, and recommending process. Proposals will be reviewed and ranked relative to other proposals within the project award type following close of the application period. Proposals will not be ranked as they are received. A proposal will receive a score ranging from 0 to the maximum available points, using whole numbers. Proposals with the highest total points at the end of scoring will be considered for funding. Each proposal will be evaluated using a scoring rubric.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
					
Speed Chart (optional)		Account Code (optional)			
EN00022586/32738					

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Government of Nashville & Davidson, hereinafter referred to as the "Grantee," is for the provision of investigation of brownfield sites, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000004

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Within thirty days of the execution of this Grant Contract, the Grantee must enroll all sites on which work subject to this Grant Contract will be performed in State's Voluntary Cleanup Oversight and Assistance Program ("VOAP"). The Grantee shall submit enrollment verification to the State via the States Grant Management System ("GMS").
- A.3. The Grantee shall perform a Phase II I Environmental Site Assessment ("ESA") in accordance with American Society for Testing and Materials (ASTM) standards at 1 & 2 Titans Way, 4 Main St, 2 Victory Ave. Right of Way and 0 Shelby Ave. The ESA must be conducted by a qualified environmental professional.
- A.4. Once completed, the Grantee must submit the Phase II ESA as well as any associated documentation, such as field notes, photographs, boring logs, laboratory reports, tables, or figures, to its VOAP project manager and in GMS.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections c. and d., below);
 - b. the State grant proposal solicitation and grant manual as may be amended, if any;
 - c. the Grantee's proposal (Attachment B) incorporated to elaborate supplementary scope of services specifications; and
 - d. the Grantee's Schedule of Activities (Attachment C) and as may be amended.

B. TERM OF CONTRACT:

- B.1 This Grant Contract shall be effective on August 1, 2024 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and

conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

- B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Written Dollar Amount Ninety Nine Thousand Seven Hundred Fifty Dollars (\$99,750.00). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget 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 Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

State of Tennessee
 Division of Remediation, BRAG
 500 James Robertson Parkway
 Davy Crockett Tower, 7th Floor
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Environment and Conservation, Division of Remediation
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.

- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract in the 'Schedule of Activities' and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements. of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and,

depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall 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 the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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, the 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Jaime Thompson, Grants Program Manager
Division of Remediation
500 James Robertson Parkway
Davy Crockett Tower, 7th Floor
Nashville, TN 3724
Jaime.Thompson@tn.gov
615-532-0922

The Grantee:

Freddie O'Connell Mayor
Metropolitan Government of Nashville & Davidson
100 Metro Courthouse
Nashville, TN 37201
mayor@nashville.gov
Telephone # (615) 862-6000

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee 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 Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the

final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any 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 signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations

directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D. 27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and

shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee 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. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
 - b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the pro rata amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

**SIGNATURE PAGE
FOR
GRANT NO. _____**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

Lucy Kempf
Planning Director
Planning Department

November 12, 2024
Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Kevin Crumbo/mjw
Director of Finance
Department of Finance

11/22/2024 | 2:57 PM CST
Date

APPROVED AS TO RISK AND INSURANCE:

Balagun Cobb
Director of Insurance

11/22/2024 | 3:00 PM CST
Date

**APPROVED AS TO FORM AND
LEGALITY:**

Courtney Mohan
Metropolitan Attorney

11/25/2024 | 1:25 PM CST
Date

"See previous Page"
Freddie O' Connell
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Drilling Contractor	45,980.00
Analytical Laboratory	9,100.00
Geotechnical Laboratory	8,140.00
Field Materials, Expenses, and Equipment	3,170.00
Environmental Professional	28,610.00
ROUNDED TOTAL	\$95,000.00

Indirect Costs	AMOUNT
Metro employee grant administration oversight	4750.00
ROUNDED TOTAL	\$4750.00



Application Summary

Application Type: DOR - Brownfield Redevelopment Area Grant - Investigation

Purpose and Overview

Grant Overview

In 2023, the Tennessee General Assembly authorized the Tennessee Department of Environment and Conservation (TDEC) to establish the Brownfield Redevelopment Area Fund, to support a state-administered brownfield grant program for identification, investigation, and remediation to encourage the redevelopment of brownfields¹. The fund also promotes conservation of Tennessee’s agricultural, recreational, and open space lands by encouraging environmentally sound redevelopment of properties blighted by real or perceived contamination. Through this fund, TDEC administers the **Brownfield Redevelopment Area Grant (BRAG)**, which is described in this grant manual.

TDEC may award grants to eligible entities for the identification, investigation, or remediation of brownfield sites. Grants may also cover reasonable administrative expenses, not to exceed 5% of any grant awarded, relative to the redevelopment of brownfield sites. Grant funding is capped at five hundred thousand dollars (\$500,000) from the fund in a fiscal year for each eligible entity. Applicants must demonstrate how their project will improve or enhance the identification, investigation, or remediation of a site, to encourage the redevelopment of brownfield properties in their communities.

Project Types

To support BRAG’s purpose of supporting identification, investigation, or remediation activities, TDEC will award grants for the **identification, investigation, and remediation** of brownfield sites across the state. These three project types are highlighted below and described in detail throughout the manual.

Project Type	Description	Maximum Grant Funding	Contract Term
Identification	The creation of an inventory of brownfield sites, which may span multiple locations.	\$20,000	12 months
Investigation	Conducting a Phase I Environmental Site Assessment (ESA) in accordance with the current ASTM E-1527 standard; a Phase II Environmental Site Assessment conducted in accordance with the current ASTM E1903 standard; or other environmental investigation such as an Analysis of Brownfield Cleanup Alternatives (ABCA).	\$100,000	24 months
Remediation	Any action to contain, remove, mitigate, or dispose of hazardous substances, pollutants, other contaminants, or petroleum products, at a brownfield site. This may include certain types of demolition performed at a brownfield and the installation or upgrade of the minimum amount of infrastructure that is necessary to make a brownfield property usable.	\$500,000	24 months

For FY24, eligible entities may submit multiple applications through BRAG and must select from the project types listed above. Each eligible entity may submit one* application per project type for up to three total applications (one identification, one investigation, and one remediation). Eligible entities may be awarded

multiple grants but cannot receive a total of more than \$500,000 in BRAG funds for a given fiscal year. Additionally, eligible entities must complete the contract term or the activities within active contracts prior to submitting a BRAG application for a new project under that same project type. TDEC expects to open applications through BRAG on an annual basis.

*Development districts and development boards encompassing numerous counties and municipalities may apply for multiple grants under the identification project category to cover identification activities across their jurisdiction.

¹T.N. Leg. Assemb. Reg. Session 2023., Public Acts of 2023, Pub. Chp. 86, [pc0086.pdf \(tnsosfiles.com\)](#)

Timeline, Eligibility & Funding

Timeline

The application window closes May 1st, 2024.

The following is a draft timeline of the application and review process for this competitive grant offering. This is subject to change and extensions may be granted solely at TDEC's discretion, upon written request. Awards for this grant cycle are subject to available funds and awarded at the discretion of TDEC.

February 2024: Application Window opens

April 2024: Proposal Submission Deadline; begin review and processing of applications.

June 2024: Awards announced

August 2024: Execute grant contracts

Funding

Of the available BRAG program funds, no more than \$500,000 may be awarded to any one eligible entity in each fiscal year. If for any reason the funds become unavailable, TDEC may cancel any awarded BRAG program contracts or award announcements.

BRAG Funding

The total amount of funding available for BRAG in FY24 is **\$5 million**. TDEC is not designating a certain proportion of the available funding by project type. Rather, TDEC will assess all proposals to determine which projects to fund. Please note that TDEC may select all or part of a proposal for funding and may offer to fund more or less than the eligible grant amounts or a larger or smaller amount than requested in the application.

All grants will be awarded through a grant contract, which may include terms and conditions other than those found in this manual. Full execution and acceptance of a complete, valid grant contract is required before funds can be allocated to a grantee. TDEC has the sole discretion to terminate awarded grant contracts, refuse to allocate funds, or require a refund of funds from grantees if sufficient progress or compliance has not been demonstrated through required reporting.

***No reimbursable work shall begin on grant projects until an executed contract has been signed by all parties.**

Match Requirement

For FY24, there is no match requirement for BRAG proposals. However, grantees of investigation and remediation projects are required to enroll the brownfield redevelopment area in the [Brownfield Voluntary Cleanup Oversight and Assistance Program](#) (VOAP) and pay the associated [schedule of fees](#). These fees may be considered grant expenses (reimbursable) for Tier 3 or Tier 4 counties, utilizing the Department of Economic and Community Development's [Tennessee Jobs Tax Credit Enhancement County](#) designation. Tier 1 and Tier 2 counties cannot utilize BRAG funds for VOAP fees and must agree to pay these fees through other means.

Administrative Use of Funds

Up to 5% of a grant applicant's total grant contract may be used for reasonable and allocable administrative expenses. Administrative expenses may include reporting, compliance assurance, monitoring, or direct or indirect costs associated with administering the grant award.

Procurement and Reimbursement

All activities and procurements funded through the BRAG program are required to follow State of Tennessee procurement standards and requirements, or equivalent local policy (whichever is more stringent). When the terms of a grant award allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement must be made on a competitive basis whenever possible, including using competitive bidding procedures.

The BRAG funding will be provided to grantees through requests for payment for costs incurred. A request to receive funding for eligible expenses must be submitted through TDEC's [Grants Management System](#) (GMS). Supporting documentation will be required to substantiate the costs requested for funding, which may include purchase orders, pay requests, invoices, and/or proof of payment.

The first request for funding submitted to TDEC shall include proof of costs incurred, including all applicable purchase orders, pay requests, invoices, and proof of payment. This first request shall not be for more than 50% of the total grant award. Subsequent requests for funding submitted to TDEC shall include any applicable purchase orders, pay requests, invoices, and proof of payment. Grantees may only request up to 80% of the reimbursement of grant funds until all applicable deliverables outlined in the grant contract have been received and approved by TDEC.

Ineligible Expenditures

Eligible uses of funds are described for each project type in that relevant section. Below is a list of **ineligible expenditures** across all project types:

1. Conducting environmental assessment activities not part of a Brownfield Voluntary Agreement (BVA).
2. Monitoring and collecting data necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action.

3. Performing construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new facility).
4. Addressing public or private drinking water supplies that have deteriorated through ordinary use.
5. Cost sharing or matching funds for another federal grant.
6. Paying a penalty or fine.
7. Using BRAG funding to fund a community or municipal grant program.
8. Property acquisition.
9. Costs associated with activities conducted prior to the grant period.
10. Costs associated with activities that cause the loss of greenspace in the community, as defined in the Definitions section.

Applications may be considered ineligible under the following conditions:

1. The application is incomplete at the close of the application window.
2. BRAG funds requested exceed \$500,000.
3. The timeline, budget, and scope of work proposed are not plausible as determined by the State in its sole discretion.
4. Proposed project causes a loss of greenspace in the community.
5. Proposal involves properties listed as Federal Superfund (National Priority List or NPL) sites, RCRA-permitted, or Interim-status facilities, or properties where the applicant is named in a federal or state enforcement action pertaining to that property.

Submission Guidelines

Each application should describe a single project that falls under a project type (identification, investigation, or remediation). **Eligible entities may only submit one application for each project type (identification, investigation, and remediation) to the BRAG program for FY24, for a total of three applications.** Development districts encompassing several counties may submit multiple applications under the identification project category so long as the total amount of BRAG funding requested by the development district does not exceed \$500,000. Each eligible entity may not receive more than \$500,000 in BRAG funding for FY24.

Grant applicants must register through TDEC's Grants Management System (GMS), and all applications must be submitted electronically to be considered. Applicants must demonstrate that their proposal meets all eligibility requirements. Applications will be scored and awarded in a competitive manner. Submission of a complete application does not guarantee that the applicant will receive a grant.

Grant applicants are required to have a full and complete application submitted by the application solicitation closing. TDEC will rank and review applications based on the information included in the application at the time of submission. Incomplete applications will not be considered for funding.

Eligibility

Grant Applicants

Grant applicants must be an **eligible entity**, as described in the Definitions section. Applicants must be in full compliance with all other environmental requirements in Tennessee, and the applicant must not be subject to



Application Summary

any current enforcement action from any state or federal environmental agency unless such enforcement action is, in the opinion of the Commissioner, adequately resolved with the applicable agency. Entities with consent orders are not prohibited from participating in the program. Further, the entity must be in compliance with Title VI of the Civil Rights Act of 1964 and be able to pass a pre-award Title VI audit.

Properties

Eligible entities must demonstrate they have legal access to the extent necessary to the project sites in order to accomplish the proposed project scope of work. Properties which are listed as Federal Superfund (National Priority List or NPL) sites, RCRA permitted or Interim-status facilities or properties involved in or targeted for any federal or state enforcement action (i.e., Commissioner's Order) are prohibited from participating in the BRAG. Properties that are regulated by the Division of Underground Storage Tanks or by the Dry Cleaner's Environmental Response Program (DCERP) may be eligible on a case-by case basis.

Investigation grant applications may include multiple properties; however, each property must be clearly identified. Properties that contain more than one parcel are eligible to apply as one property, but the parcels must be contiguous. Parcels separated only by a street, alley, or railroad track will be considered contiguous. The property being investigated must be enrolled or enroll in VOAP within thirty days of the grant contract being executed to be eligible for receiving BRAG funds. Multiple sites may be submitted in the Investigation grant category, with the total cumulative budget of all sites not exceeding \$100,000. If an applicant submits multiple sites, the applicant must identify which site is the priority. If an applicant fails to identify the priority site, their application may be disqualified.

Contract Term and Funding

The contract term for investigation grants is twenty-four months. Extensions may be approved on a case-by-case basis at TDEC's sole discretion. The maximum funding available for an investigation grant is \$100,000.

Additional Considerations

Monitoring and Oversight

It is incumbent on all grantees to have the proper monitoring and oversight controls in place for its contractors and subcontractors. This includes, but is not limited to:

- Reviewing invoices;
- Ensuring contractors and subcontractors are not federally debarred;
- Requiring that all rules and regulations are followed and complied with; and
- Providing project management of the projects to ensure timelines and milestones are being met.

Public Record

Any information affiliated with the solicitation for the State of Tennessee's BRAG funds, including information submitted by applicants, may be considered public record (other than what is not public record due to homeland security) and will be subject to disclosure to the public as required by Tennessee law. By applying for a grant,

applicants agree to allow the use of the applicant and project information as provided in the application and grant documents to be published or distributed in various print or electronic media publications.

The application is also subject to the State of Tennessee's applicable laws governing the public disclosure of personally identifiable information, which are set forth in the Tennessee Code Annotated section 10-7-504(a)(29). Pursuant to Tennessee Code Annotated section 10-7- 503(a)(5), "information made confidential by State law shall be redacted whenever possible, and the redacted record shall be made available for inspection and copying."

Certification

At its sole discretion, TDEC reserves the right not to award funds to applicants that:

- Fail to submit a complete application;
- Exhibit poor performance in complying with the expectations and requirements of previous grant or loan contracts with the State of Tennessee; or
- Have regulatory or programmatic compliance issues with the State of Tennessee (e.g., is in significant non-compliance with current regulations).

The above list is not exhaustive, and TDEC may elect not to award funds for other reasons deemed by TDEC to be necessarily disqualifying in order to uphold the integrity of the BRAG program.

The applicant shall certify that:

- The applicant understands that the elements of Title VI compliance correspond to requirements for Title VI as provided for in 42 U.S.C. § 2000(d) and in Tennessee Code Annotated section 4-21-904, and the applicant has either adopted and implemented these elements of compliance or has agreed to adopt and implement TDEC's compliance resources as its own;
- The applicant understands that the applicant's eligibility for funding is contingent upon its satisfaction of and adherence to the requirements of Title VI, as well as the satisfaction of and adherence of any contractor or subcontractor associated with the project as required by law;
- The applicant has successfully submitted and received notification of completion for its annual Title VI Compliance Application;
- The applicant understands that if the applicant is awarded a grant by TDEC, the applicant will need to show evidence of completion of Title VI training if TDEC requests;
- The applicant has read and understands the reporting requirements, and the applicant agrees that it will comply with these requirements;
- All vendors will be selected in accordance with state public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4;
- The applicant, along with the officers, directors, owners, partners, employees, or agents of the applicant organization, is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for an award by any State or Federal agency; and
- The site(s) included in the application are enrolled in VOAP or will enroll in VOAP within thirty days of an executed and signed contract.

Selection Criteria

Proposal Review

TDEC will assemble a panel of subject matter experts to review all complete and eligible grant applications, including supporting documentation. The review panel will rank applications according to the selection criteria identified in this grant manual. Identification, investigation, and remediation grants will have different selection criteria. Applications within a given project type will be ranked relative to other proposals within that same project type. TDEC will not begin reviewing applications until the application solicitation is closed and all applications are received. Applications will be evaluated on the data provided; therefore, complete applications are essential. Each grant applicant is responsible for submitting all relevant and factual information with the application.

The assessing panel will recommend funding proposals based on the evaluation of the scoring criteria, using the top-scored proposals up to the funding maximum. TDEC may in its sole discretion consider feasibility of project completion and diversity of project types, applicants, and geographic distribution in making final funding recommendations. TDEC may in its sole discretion award fewer grants than the authorized funding level. Applications may be partially funded based on a revised scope and budget agreed upon by the applicant(s) and TDEC. Final funding decisions will be approved by TDEC leadership and published online. Funding decisions are final at time of award announcement and publication.

Entities with applications that were not selected for award may request feedback on their application by submitting a written request to the Division of Remediation at TDEC.Brownfields@tn.gov within ten days of award announcements. Following written request, TDEC will provide additional details regarding the grant application to the entity. TDEC may provide these additional details in writing or in a meeting.

Selection Criteria

Applications will be reviewed and ranked to identify which proposals are funded. Within each row (section) of the scoring rubric, a proposal will receive a score ranking from zero to the maximum points available, using whole numbers. Proposals with the highest total points at the end of scoring will be considered for funding. Proposals that submitted information for multiple sites will have each site individually ranked according to the scoring criteria below. The following is the selection criteria for investigation grants:

[Download Selection Criteria](#)

Resources and Contact



Application Summary

For Reference:

[Definitions](#)

[TDEC Brownfield Grants and Resource](#)

[TDEC Brownfield Voluntary Cleanup Oversight and Assistance Program \(VOAP\)](#)

[TDEC Brownfield VOAP Fee Structure](#)

[Tennessee Jobs Tax Credit Enhancement County Map](#)

Program Contact:

Please email TDEC.Brownfields@tn.gov for technical questions throughout the application and award process. All other communications (regular mail, express mail, electronic mail), concerning this application and award process must be addressed to:

Tennessee Department of Environment and Conservation
Division of Remediation
Brownfield Area Redevelopment Grant Program
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 14th Floor
Nashville, TN 37243
TDEC.Brownfields@tn.gov

Grant applications will only be accepted through the Grants Management System (GMS). Grant applications will not be accepted through regular mail, express mail, or electronic mail. Applicants may communicate with TDEC via the email identified above to ask clarifying questions about the BRAG program. As a competitive grant opportunity, applicants should understand that TDEC staff cannot give advice on specific applications or projects and must maintain a fair and impartial process.

Following the close of the application period, all communications concerning this application and award process can be completed through the Grants Management System (GMS).

Post Award

Post Award Information **NOTE: These requirements must be fulfilled ONLY IF the application has been approved.**

Activities

The following is a list of allowable actions under an investigation grant. Other expenses may be allowable but would require prior approval by TDEC.

1. Preparing a Phase I and Phase II Environmental Site Assessment(s) document(s).
2. Preparing an Analysis of Brownfields Cleanup Alternatives (ABCA).
3. Site assessment and characterization of the project site.
4. Development of a corrective action plan, for example, a soil management plan.
5. Development of a groundwater corrective action system.
6. Program enrollment and oversight costs under VOAP

Deliverables

Grantees are responsible for accomplishing and submitting deliverables to TDEC as follows:

1. Within 30 days of an executed contract, the grantee must enroll the site(s) in VOAP and submit enrollment verification via GMS.
2. The grantee must provide the Phase I Environmental Site Assessment(s) document(s) to the assigned VOAP Project Manager.
3. If conducting a Phase II, the grantee must provide the Phase II Environmental Site Assessment(s) document(s) including documentation such as field notes, photos, boring logs, laboratory reports, tables, figures, etc., as appropriate.
4. The grantee must provide any other reports, laboratory data, or other project documentation developed utilizing grant funds.

Grantees may contract services to complete the items listed in the deliverables section. No more than 5% of the grant budget may be used toward administrative purposes.

Reporting Requirements

Quarterly, grantees must submit a status report to TDEC, including all project progress, deliverables met (including final environmental reports), and a budget expenditures-to-date analysis. Grantees will also be required to complete and submit a final report at the end of the contract term. Grantees should include documentation of any activities occurring during that quarter as a part of this report.

Additional Criteria

TDEC may consider additional factors in funding decisions including, but not limited to, the list below. For additional 20 priority points, please explain the extent to which these additional factors apply to your application. (maximum 300 words, each)

1. Whether the population of the town/city of the site is 10,000 or less.
2. Public interest or community support for the reuse of the property.

Metropolitan Nashville (Metro), the seat of Davidson County and state capitol of Tennessee, is one of the fastest growing cities in the U.S. Spanning 526 square miles and home to nearly 690,000 residents, the area is known for its technology, healthcare, music, and tourism industries. Rapid, recent growth of the city has resulted in many opportunities for some, but has also amplified gentrification, housing unaffordability, and environmental injustice.

Recent surveys and community input have indicated strong community interest in redeveloping the East Bank, which includes 130 acres of Metro-owned property within a new Central Waterfront neighborhood. The Imagine East Bank vision plan (Imagine East Bank) was produced by the Metropolitan Planning Department over the course of 18 months and involved 20 public meetings, over 800 participants, over 1,000 email subscribers, and over 1,500 survey responses. The plan notes that community members most often used the term “underutilized” when asked to describe the area’s existing state. Other themes emerging from the plan include the existing presence of mobility challenges and environmental concerns with the river, such as pollution and flooding. The plan directly addresses these concerns and was adopted by the Metro Planning Commission in October 2022 (attached).

The East Bank Park and Greenway Environmental Investigation directly advances the community vision established in Imagine East Bank (see pages 83-98). The East Bank Park and Greenway are fundamental to the success of overall redevelopment vision, which is strongly supported by the community, as evidenced by Imagine East Bank community input and the unanimous adoption of the vision plan (see pages 34-45). Key elements of the redevelopment plan include creating an activated public gathering space on the banks of the Cumberland River and using performative landscapes to manage stormwater and mitigate flooding, which directly respond to community direction the East Bank redevelopment.

Select_East_Bank_Park_Concepts__Imagery_from_Imagine_East_Bank.pdf

1.1 MB - 04/12/2024 11:25 AM

Total Files: 1

Title VI Compliance



Application Summary

The Title VI Compliance Application is a separate application that is completed by the applicant to provide your organizations Pre-Audit Survey responses. Please note, this is not ONLY the Title VI Training and Certification.

This application will only need to be completed once per year when you wish to receive funds. Also, this application will automatically go back into Draft Status to be resubmitted 9 months after it has been marked complete.

TDEC TITLE VI STATEMENT

All Grantees will be required to affirm the following statement as part of the grant contract: The Grantee 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 Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Please confirm that the Applicant Organization has completed the Title VI Compliance application within the last calendar year.

Yes

Specify completion date of most recent Title VI application.

10/29/2023

General Information

Organization Profile

Organization: Metropolitan Government of Nashville and Davidson County

Type: County Government

Primary Contact: Freddie O'Connell

Address: 100 Metro Courthouse, Nashville, TN 37201

Address Two:

Email: mayor@nashville.gov

Phone: (615) 862-6000

Website: <https://www.nashville.gov/>

Have you registered in Supplier Maintenance and received your Supplier ID?

You can view Supplier Maintenance [here](#).

- Yes
- No
- I'm Not Sure



Application Summary

Fiscal Year End Date

When day of the year does your organization's Fiscal Year end?

Application completed by

Name: Ruby Wells
Personal Address: 500 7th Avenue 15th fl, New York, NY 10018
Personal Address Two:
Personal Email: ruby.wells@hdrinc.com
Personal Phone: 7187721615

Please specify which county the project will be primarily located:
 Davidson

Grant Contact

If funded, this is the individual responsible for proposal implementation and grant contract compliance (e.g., oversight of procurement, adherence to reporting requirements, etc.)

Title or Position:	Tim Netsch, Metro Board of Parks and Recreation, Assistant Director	Phone:	(615) 479-8881
Email:	tim.netsch@nashville.gov	Mailing Address:	PO Box 196300
City:	Nashville	State:	Tennessee
Zip:	37219		

Proprietary Information



Application Summary

County(ies) Served

Select all that apply

Ander son	Carter	David son	Giles	Hawki ns	Johns on	Madison	Moore	Roane	Sullivan	Wayne
Bedfo rd	Cheath am	Decat ur	Graing er	Haywo od	Knox	Marion	Morg an	Robert son	Sumner	Weakl ey
Benton	Chester	Dekalb	Greene	Hender son	Lake	Marshall	Obion	Ruther ford	Tipton	White
Bleds oe	Claibor ne	Dicks on	Grundy	Henry	Lauder dale	Maury	Overt on	Scott	Trousd ale	Willia mson
Blount	Clay	Dyer	Hambl en	Hickm an	Lawre nce	McMinn	Perry	Sequat chie	Unicoi	Wilson
Bradl ey	Cocke	Fayet te	Hamilt on	Houston	Lewis	McNairy	Picke tt	Sevier	Union	
Camp bell	Coffee	Fentr ess	Hanco ck	Hump hreys	Lincoln	Meigs	Polk	Shelby	Van Buren	
Cann on	Crockett	Frank lin	Harde man	Jackson	Loudon	Monroe	Putn am	Smith	Warren	
Carroll	Cumber land	Gibson	Hardin	Jeffers on	Macon	Montgo mery	Rhea	Stewart	Washin gton	

Population Served

Population (from the 2020 U.S. Census Results for the municipal boundary in which the project activities will occur).

689447

Federal Employer Identification Number (FEIN)

62-0694743

Budget and Attachments



Application Summary

Budget Worksheet

Policy 03 Object Line-item reference	Expense Object Line-item Category (1)	Grant Contract	Grantee Match	Total Project
Enter Match % Requirement:	0%			
1.2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant and Award (2)	\$95,000.00	\$0.00	\$95,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage and Shipping, Occupancy, Equipment, Rental and Maintenance, Printing and Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences and Meetings	\$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	\$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	\$4,750.00	\$0.00	\$4,750.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	Grant Total	\$99,750.00	\$0.00	\$99,750.00

Budget Line Item Details Budget Line Item Detail

Professional Fee, Grant and Award	Amount
Drilling Contractor	\$45,980.00
Analytical Laboratory	\$9,100.00
Geotechnical Laboratory	\$8,140.00
Field Materials, Expenses, and Equipment	\$3,170.00
Environmental Professional	\$28,610.00
	\$0.00
	\$0.00
	\$0.00



Application Summary

	\$0.00
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	\$0.00

\$95,000.00

Interest	Amount
	\$0.00
	\$0.00
	\$0.00
	\$0.00
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	\$0.00

\$0.00

Depreciation	Amount
	\$0.00
	\$0.00
	\$0.00



Application Summary

	\$0.00
	\$0.00
	\$0.00
	\$0.00
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	\$0.00
	\$0.00
	\$0.00
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	\$0.00

\$0.00

Salaries, Benefits and Taxes	Amount
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
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	\$0.00
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	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

\$0.00

Travel, Conferences	Amount
	\$0.00
	\$0.00



Partner Information

Partner Information

Application ID	Organization	Contact Name
2024-11080	Metropolitan Government of Nashville and Davidson County	
2024-11080	Metropolitan Government of Nashville and Davidson County	
2024-11080	Metropolitan Government of Nashville and Davidson County	
2024-11080	Metropolitan Government of Nashville and Davidson County	
2024-11080	Metropolitan Government of Nashville and Davidson County	
2024-11080	Metropolitan Government of Nashville and Davidson County	

1-6 of 6

Project Information

General Proposal Information



Application Summary

Project Address(es)

1-6 of 6

Application ID	Organization	Project Title	Street Address	State	Zip	County	County Tier
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (Parcel 9302010600)	2 Titans Way	Tennessee	37213	Davidson	Tier 1
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (Parcel 9307002200)	2 Victory Ave	Tennessee	37213	Davidson	Tier 1
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (Parcel 9307005400)	0 Shelby Avenue	Tennessee	37213	Davidson	Tier 1
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (ROW))	ROW, southern portion of Investigation Area	Tennessee	37213	Davidson	Tier 1
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (Parcel 9302006700)	4 Main Street	Tennessee	37213	Davidson	Tier 1
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (Parcel 9303006600)	1 Titans Way	Tennessee	37213	Davidson	Tier 1

Grant Funding Requested

As an Investigation Grant applicant, you may ask for no more than \$100,000.00. Any amount exceeding this threshold will be automatically rejected.

\$99,750.00

VOAP Acknowledgement

I agree to enroll in and adhere to the VOAP Schedule of Fees

Certification



Application Summary

The applicant shall certify that:

- The applicant understands that the elements of Title VI compliance correspond to requirements for Title VI as provided for in 42 U.S.C. § 2000(d) and in Tennessee Code Annotated section 4-21-904, and applicant has either adopted and implemented these elements of compliance or has agreed to adopt and implement TDEC's compliance resources as its own;
- The applicant understands that the applicant's eligibility for funding is contingent upon its satisfaction of and adherence to the requirements of Title VI, as well as any contractor or subcontractor associated with the project as required by law;
- The applicant has successfully submitted and received notification of completion for its annual Title VI Compliance Application;
- The applicant understands that if the applicant is awarded a grant by TDEC, the applicant will need to show evidence of completion of Title VI training when requested by TDEC;
- The applicant has read and understands the reporting requirements and that the applicant will comply with these requirements;
- All vendors will be selected in accordance with state public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4; and
- The applicant, along with the officers, directors, owners, partners, employees, or agents of the applicant organization, is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for an award by any State or Federal agency.
- The site(s) included in the application are enrolled in VOAP or will enroll in VOAP within 30 days of an executed and signed contract.

I hereby certify that the above is accurate

Name

Tim Netsch

Date

04/26/2024

Authorized Signatory

The current approved signatory for Metropolitan Government of Nashville and Davidson County and all things related to this grant is **Freddie O'Connell.**

If the individual listed above is no longer with the organization, please reach out to TDEC.Grants@tn.gov with the new information.



Application Summary

Please select the correct response below

- I agree that the above regarding the approved signatory is correct.
- The above information is not correct. I will send the correct information to TDEC.Grants@tn.gov to get the organization primary contact updated.
- The above information is not correct, additional signers are needed. I will upload the additional signer information below.

If the Awarded Local Government will be allowing individuals other than the principal executive officer or ranking elected official (i.e. mayor or utility director) to sign off on contract related items, the below information must be provided for each individual. An Authorization Letter from the principal executive officer or ranking elected official specifying individual(s) listed in the grant proposal have the authority to sign in place of the principal executive officer or ranking elected official must be uploaded below.

Printed Name	Title	Phone	Date Signed	Email	Name of Person Granting Authorization to Certify

If you have signatory authority from the principal executive officer or ranking elected official, please fill out the information fields above and upload proof of signatory authority on grant applicant letterhead or another form of official executed documentation.

Self Debarment Verification



Application Summary

Please verify that your organization is not on the federal debarment list.

The Awarded Organization is required to check the debarment status of their organization by using the SAMS website prior to making a recommendation of award, purchasing of goods, or securing of services to meet grant requirements and to insure any and/or all funds associated with the grant project will be eligible for reimbursement. Grant reimbursements will not be processed if the debarment status verification have not been completed.

NOTE: If active exclusions and/or delinquent federal debt are shown, the organization cannot receive a grant contract or grant funds. If no active exclusion and no delinquent federal debt are shown, the awarded organization may receive grant funds as long as all other grant policies and procedures are followed.

Search for your organization to confirm that you are not on the Debarment List by going to [System for Award Management \(SAM\)](#)

Click "SEARCH RECORDS" tab.

In the search bars type in the Entity name or using an exclusion search term, Duns & Bradstreet number (DUNS) and/or the Entity Commercial and Government Entity (CAGE) code. You can only use one search bar at a time to search for records. Individuals are not assigned a DUNS number or CAGE code. When checking for a debarred individual, conduct the search by typing the name in the top bar.

Click "SEARCH" to retrieve a list of results. Entities with "Exclusion" listed in purple are currently debarred, while those labeled "Entity" in green do not have exclusions. In the right upper corner of the webpage, use the "Save PDF" option and upload a summary of search results.

Upload Debarment Status Verification

Even if there are no search results, you still must upload a pdf showing your search results.

EntityInformation_20240418-113516.pdf

36.4 KB - 04/18/2024 1:47 PM

Total Files: 1

What name was searched?

Unique Entity ID LGZLHP6ZHM55

Please complete the below certification information

I certify to the best of my knowledge and belief that the data above is correct and I have searched my organization in the SAM system.

Name of person who searched the SAM system

Tim Netsch



Application Summary

Date
04/18/2024

Contract

Maximum Liability Amount: \$ **Original Maximum Liability Amount:**
9
9,
7
5
0.
00

Maximum Liability - Written Dollar Amount

Example: Nine Thousand One Hundred Dollars

Project Scope of Services Phase II

Ninety Nine Thousand Seven Hundred Fifty Dollars

Pre-Executed Contract

Does this award fall under a Delegated Grant Authority (DGA) contract?
No

Select one of the following Recipient

Agency Tracking Number:

Contract Number:

Edison ID:

Contractor Legal Entity Name: METROPOLITAN GOVT OF NASHVILLE & DAVIDSO

Edison Supplier ID: 0000000004

Speed Chart:



Application Summary

CFDA Number:

Date Sent to TDEC 11/14/2024
Contracts for Review:

**Date contract sent to
grantee for signature:**

**Grantee Contract Signature
Received Date:**

Executed Contract

**6 Months Left Date (180
Days):**

Amendments

Amendment Number (Written Out)

Numerical Number

Amendment Purpose and Effect

Amendment Increase or Decrease Amount (\$)

**Date Amendment
Requested:**

**Approved and Sent to
Grantee:**

Amendment Returned Date:

**Amendment Executed
Date:**

Executed Amendment Upload



Application Summary

Extensions

Date Extension Requested:

**Extension Approved and
Sent to Grantee:**

Extension Returned Date:

Extension to DFS Date:

Extension Execution Date:

Executed Extension Upload

General Correspondence

19804_VOAP_Acceptance_01_04_2024.pdf

7.3 MB - 04/18/2024 9:26 AM

Total Files: 1

General Correspondence Comments

Signature

Date



NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF

Unique Entity ID LGZLHP6ZHM55	CAGE / NCAGE 3QKW8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 2, 2025	
Physical Address 1 Public SQ Nashville, Tennessee 37201-5007 United States	Mailing Address P.O. Box 196300 Nashville, Tennessee 37219-6300 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Tennessee 07	State / Country of Incorporation (blank) / (blank)	URL http://www.nashville.gov/

Registration Dates

Activation Date Jan 5, 2024	Submission Date Jan 3, 2024	Initial Registration Date Feb 3, 2004
---------------------------------------	---------------------------------------	---

Entity Dates

Entity Start Date Apr 1, 1963	Fiscal Year End Close Date Jun 30
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types	Entity Type	Organization Factors
Entity Structure U.S. Government Entity	US Local Government 086	(blank)

DocuSign Envelope ID: 915881EE-869F-452B-A1A1-E73588C74AAF

Profit Structure
(blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government

County

City

Other Government Entities

Interstate Entity

Housing Authorities Public/Tribal

Planning Commission

Port Authority

Airport Authority

Transit Authority

Council of Governments

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
3QKW8

Points of Contact

Electronic Business


Vaughn Wilson

Metro Finance Department
700 2ND President Ronald Reagan WAY, STE. 201
Nashville, Tennessee 37210
United States

Vaughn A Wilson

Metro Finance Department
700 2ND Avenue SOUTH, STE 201
Nashville, Tennessee 37209
United States

Government Business


Vaughn Wilson

Metro Finance Department
700 2ND President Ronald Reagan WAY, STE. 201
Nashville, Tennessee 37210
United States

VAUGHN WILSON

Metro Finance Department
700 2ND Avenue SOUTH, STE 201
Nashville, Tennessee 37210
United States

Service Classifications

NAICS Codes

Primary NAICS Codes
Yes 237310

NAICS Title
Highway, Street, And Bridge Construction

Disaster Response

This entity does not appear in the disaster response registry.

**GRANT CONTRACT BETWEEN TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION
AND THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY**

BROWNFIELD REDEVELOPMENT AREA GRANT

ATTACHMENT C

The project will consist of soil boring and sampling, laboratory analysis for hazardous materials and geotechnical characteristics, and the production of a final report.

Proposed Activity by Parcel

- Parcel ID: 09303006600, 1 TITANS WAY (4 borings proposed)
- Parcel ID: 09302010600, 2 TITANS WAY (5 borings proposed)
- Parcel ID: 09302006700, 4 MAIN ST (3 borings proposed)
- Parcel ID: 09307002200, 2 VICTORY AVE (3 borings proposed)
- Parcel ID: 09307005400, 0 SHELBY AVE (3 borings proposed)
- RIGHT OF WAY (2 borings proposed)

Proposed Preliminary Project Schedule

- Jan 1 – March 31, 2025: Contractor procurement
- April 1, 2025 – Mobilization of Phase 2 ESA site investigations (borings, soil sampling)
- July 1, 2025 – Completion of Phase 2 ESA site investigations
- July 21, 2025 – Completion of laboratory analysis
- July 1 – October 1, 2025 – Completion of report summarizing field methods and results of laboratory analysis*

* Based on Phase 2 findings, additional assessment or environmental due diligence may be necessary to address unknown issues for future redevelopment plans.

Certificate Of Completion

Envelope Id: 915881EE869F452BA1A1E73588C74AAF

Status: Completed

Subject: Complete with Docusign: Planning-Brownfields Redevelopment Area Grant (BRAG)24-25 Ready.pdf, Br...

Source Envelope:

Document Pages: 52

Signatures: 4

Envelope Originator:

Certificate Pages: 15

Initials: 1

Juanita Paulson

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

Juanita.Paulsen@nashville.gov

IP Address: 170.190.198.191

Record Tracking

Status: Original

Holder: Juanita Paulson

Location: DocuSign

11/21/2024 12:20:27 PM

Juanita.Paulsen@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

Signer Events

Signature

Timestamp

Alla Cross

Alla.Cross@nashville.gov

Security Level: Email, Account Authentication (None)

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Viewed: 11/21/2024 1:18:11 PM

Signed: 11/21/2024 1:18:21 PM

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Electronic Record and Signature Disclosure:

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Aaron Pratt

Aaron.Pratt@nashville.gov

Security Level: Email, Account Authentication (None)

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Viewed: 11/21/2024 4:25:13 PM

Signed: 11/21/2024 4:25:27 PM

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Electronic Record and Signature Disclosure:

Accepted: 11/21/2024 4:25:13 PM

ID: 00b0cba1-3a0b-4bd7-a562-57de3a8bc74b

Kevin Crumbo/mjw

maryjo.wiggins@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 11/21/2024 4:25:30 PM

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Signed: 11/22/2024 2:57:34 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

Accepted: 11/22/2024 2:57:02 PM

ID: b1109872-b044-45fa-912e-9805e2b973b6

Balogun Cobb

balogun.cobb@nashville.gov

Insurance Division Manager

Security Level: Email, Account Authentication (None)

Sent: 11/22/2024 2:57:38 PM

Viewed: 11/22/2024 3:00:02 PM

Signed: 11/22/2024 3:00:10 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 11/22/2024 3:00:02 PM
 ID: 3f709978-354a-4535-920e-3297d65a330e

Courtney Mohan
 Courtney.Mohan@nashville.gov
 Security Level: Email, Account Authentication (None)

Courtney Mohan

Sent: 11/22/2024 3:00:13 PM
 Viewed: 11/25/2024 1:17:06 PM
 Signed: 11/25/2024 1:25:45 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.144

Electronic Record and Signature Disclosure:

Accepted: 11/25/2024 1:17:06 PM
 ID: 9c97195e-7a48-4402-a64a-5ea3a96a3f6a

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Danielle Godin
 Danielle.Godin@nashville.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/25/2024 1:25:49 PM
 Viewed: 11/25/2024 2:10:54 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sally Palmer
 sally.palmer@nashville.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/25/2024 1:25:50 PM

Electronic Record and Signature Disclosure:

Accepted: 11/25/2024 8:27:52 AM
 ID: 1c4985da-0dec-4f04-a8c7-820fbc7a73bb

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	11/25/2024 1:25:45 PM
Completed	Security Checked	11/25/2024 1:25:50 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

SUBSTITUTE RESOLUTION NO. RS2024-905

A resolution urging the ~~Metropolitan Nashville Police Department to increase traffic enforcement and the Nashville Department of Transportation and Multimodal Infrastructure to improve the physical environment for everyone using the road.~~

WHEREAS, speeding and dangerous driving are serious concerns for Nashvillians with fatalities related to traffic accidents increasing nearly 75% over a five-year period, from 80 in 2018 to 139 in 2023; and

WHEREAS, Vision Zero is an international strategy implemented in Nashville by the Nashville Department of Transportation and Multimodal Infrastructure (“NDOT”) to eliminate traffic fatalities and serious injuries on Nashville roads; and

WHEREAS, Vision Zero focuses on the five Es - Engineering, Education, Encouragement, Evaluation, and Enforcement; and

~~WHEREAS, the fifth E, Enforcement, cannot be overlooked and is essential to the success of Vision Zero; and~~

~~WHEREAS, enforcement is critical for producing safe and responsible behaviors on the road and building respect among road users; and~~

~~WHEREAS, the Metropolitan Nashville Police Department (“MNPDP”) is charged with enforcing moving violations, however, traffic stops by MNPDP dropped from 200,546 in 2018 to 29,516 in 2023, a reduction of over 85%; and~~

~~WHEREAS, MNPDP must increase traffic enforcement in order to keep Nashvillians safe on roads across Davidson County; and~~

WHEREAS, the first E, Engineering, means improving the physical environment for everyone using the road; and

WHEREAS, engineering can be improved through the planning, policy, design, and traffic control devices; and

WHEREAS, better ~~enforcement~~ and engineering will help make roads safer for all who use them; and

WHEREAS, better road design including such improvements as roundabouts, buffers for bike lanes, and smart traffic management systems help make roads safer; and

WHEREAS, better community engagement around traffic safety would increase personal accountability and knowledge of traffic laws; and

WHEREAS, the residents of Nashville and Davidson County overwhelmingly passed the Transit Improvement Plan, which includes much needed infrastructure improvements to make our roads more safe.

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

Section 1. That the Metropolitan County Council goes on record as urging the ~~Metropolitan Nashville Police Department to increase traffic enforcement and the Nashville Department of Transportation and Multimodal Infrastructure to improve the physical environment for everyone using the road through engineering.~~

Section 2. That the Metropolitan County Council further requests the ~~Metropolitan Nashville Police Department~~ Nashville Department of Transportation and Multimodal Infrastructure provide to the Council an updated plan to implement Vision Zero in light of the recently passed transit plan for increased traffic enforcement, including any requests for additional resources that could be provided by the Council, by March 31, 2025.

Section 3. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Kyonzte Toombs
Member of Council

RESOLUTION NO. _____

A resolution authorizing BB Broadway, LLC to construct and install an aerial encroachment at 209 Broadway (Proposal No. 2024M-029EN-001).

WHEREAS, BB Broadway, LLC plans to construct, install, and maintain one double-faced, LED illuminated blade projecting sign, encroaching into the public right-of-way at 209 Broadway; and,

WHEREAS, as set forth in the License Agreement for Private Encroachments Into the Public Right of Way, attached hereto as "Exhibit A", and incorporated by reference herein, BB Broadway, LLC, has agreed to indemnify and hold the Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said aerial encroachment; and,

WHEREAS, Metropolitan Code of Laws §13.16.030(A) allows the Council of the Metropolitan Government of Nashville and Davidson County to grant encroachments, permits, or privileges to construct, maintain and/or operate aerial cables, canopies, etc., over and/or across sidewalks and public rights-of-way by resolution adopted by twenty-one (21) affirmative votes.

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

Section 1. That subject to the requirements, limitations and conditions contained herein, BB Broadway, LLC is hereby granted the privilege to construct and maintain an aerial encroachment as described in Proposal No. 2024M-029EN-001, in accordance with the plans on file in the office of the Director of the Nashville Department of Transportation and Multimodal Infrastructure ("NDOT") and attached hereto as Exhibit B.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said aerial encroachment under Proposal No. 2024M-029EN-001 shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense of BB Broadway, LLC.

Section 3. That construction and maintenance of said aerial encroachment under Proposal No. 2024M-029EN-001 shall be under the direction, supervision, and control of the Director of NDOT, and its installation, when completed, must be approved by said Director.

Section 4. That this Resolution confers upon BB Broadway, LLC a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this Resolution, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on the Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said repeal. In the event of such repeal by said Metropolitan Government, BB Broadway, LLC, its successors, and assigns, shall remove said aerial encroachment at their own expense.

{N0653160.1}

Section 5. BB Broadway, LLC shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment under Proposal No. 2024M-029EN-001, and shall save and hold the Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with said construction, installation, operation and maintenance of said aerial encroachment and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. BB Broadway, LLC shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition which it was in prior to the installation of said aerial encroachment, and for any street closure.

Section 6. That the authority granted to BB Broadway, LLC, as herein described, shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 7. BB Broadway, LLC shall and is hereby required to furnish the Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming the Metropolitan Government as an insured party, of at least two million (\$2,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction or installation of said aerial encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and NDOT prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to the Metropolitan Government of Nashville and Davidson County.

Section 8. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by BB Broadway, LLC of all provisions of this Resolution shall be determined by the beginning of work.

Section 9. The authority granted pursuant to this Resolution shall not become effective until the certificate of insurance, as required in Section 7, has been posted with the Metropolitan Clerk and NDOT.

Section 10. This Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

DocuSigned by:
Diana W. Alarcon
6CA6046554B9461...
Diana W. Alarcon, Director
Nashville Department of Transportation
And Multimodal Infrastructure

INTRODUCED BY:

Jacob Kupin

APPROVED AS TO INSURANCE:

DocuSigned by:
Balagun Cobb
68804BF12FD741C...
Insurance and Claims Manager

Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:
Erica Haber
D4F54A5813BD451...
Assistant Metropolitan Attorney



FREDDIE O'CONNELL
MAYOR

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**NASHVILLE DEPARTMENT OF TRANSPORTATION
AND MULTIMODAL INFRASTRUCTURE**

November 22, 2024

Jeff Preptit, Chair
Metropolitan Council Rules, Confirmations and Public Elections Committee
1 Public Square, Suite 204
Nashville, TN 37201

Re: Late Filing of Aerial Encroachment Legislation

Dear Chairman Preptit and Committee Members:

I write to request a suspension of Rule 13.1 of the Council Rules of Procedure to allow for a resolution authorizing BB Broadway, LLC to install and maintain an aerial encroachment at 209 Broadway to be considered during the December 3, 2024, Council meeting.

The reason for this request is that the developer's encroachment application was delayed due to utility conflicts. The utility conflicts were just recently resolved. The developer advised NDOT that he had planned to have his encroachment application ready for filing deadlines in advance of the December 3rd Council meeting but did not realize those deadlines had been changed from Friday November 22, 2024, to Wednesday, November 20, 2024, to account for the Thanksgiving holiday. The developer has also advised NDOT that he needs this legislation to be considered on December 3, 2024, due to a special event that he has scheduled to take place at the location on December 4, 2024.

Therefore, I respectfully request a suspension of Rule 13.1 to allow for this encroachment legislation to be submitted for consideration during the December 3, 2024, Council meeting.

Sincerely,

A handwritten signature in black ink that reads "Diana W. Alarcon" followed by a long horizontal flourish.

Diana W. Alarcon, Director
NDOT

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, BB Broadway, LLC, in consideration of the Resolution No. _____, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of NDOT and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of NDOT and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days' notice to the Director of NDOT.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of NDOT and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. We agree to pay the cost of construction, maintenance, use, as well as relocation cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: June 17, 24

BB Broadway, LLC / Amish Property / 
(Owner of Property)

209 Broadway
(Address of Property)

Nashville, TN
(City and State)

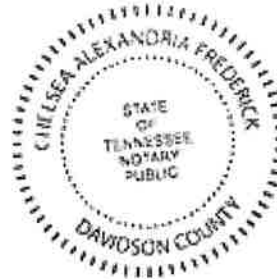
STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 17th day of June, 2024

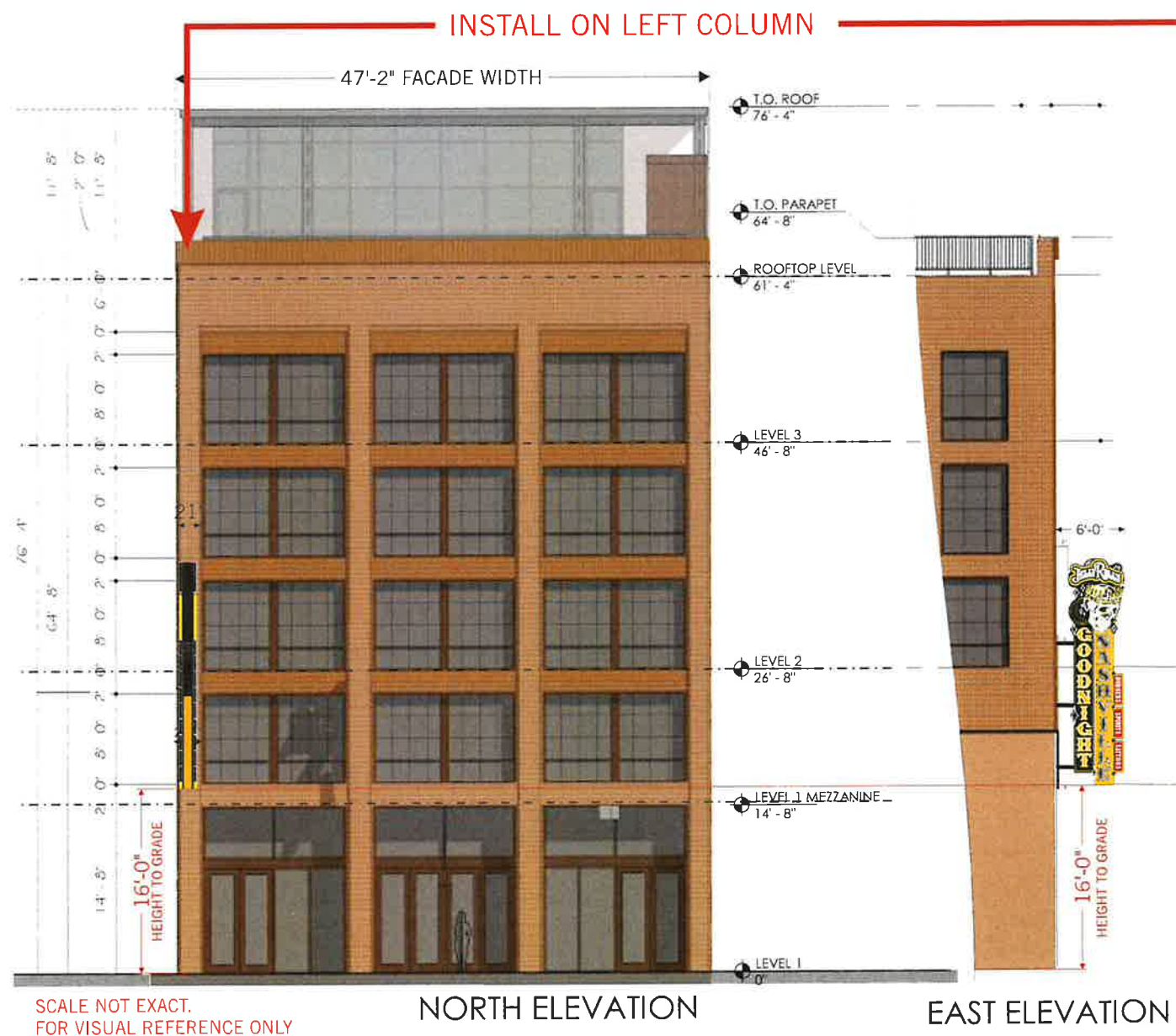

(NOTARY PUBLIC)



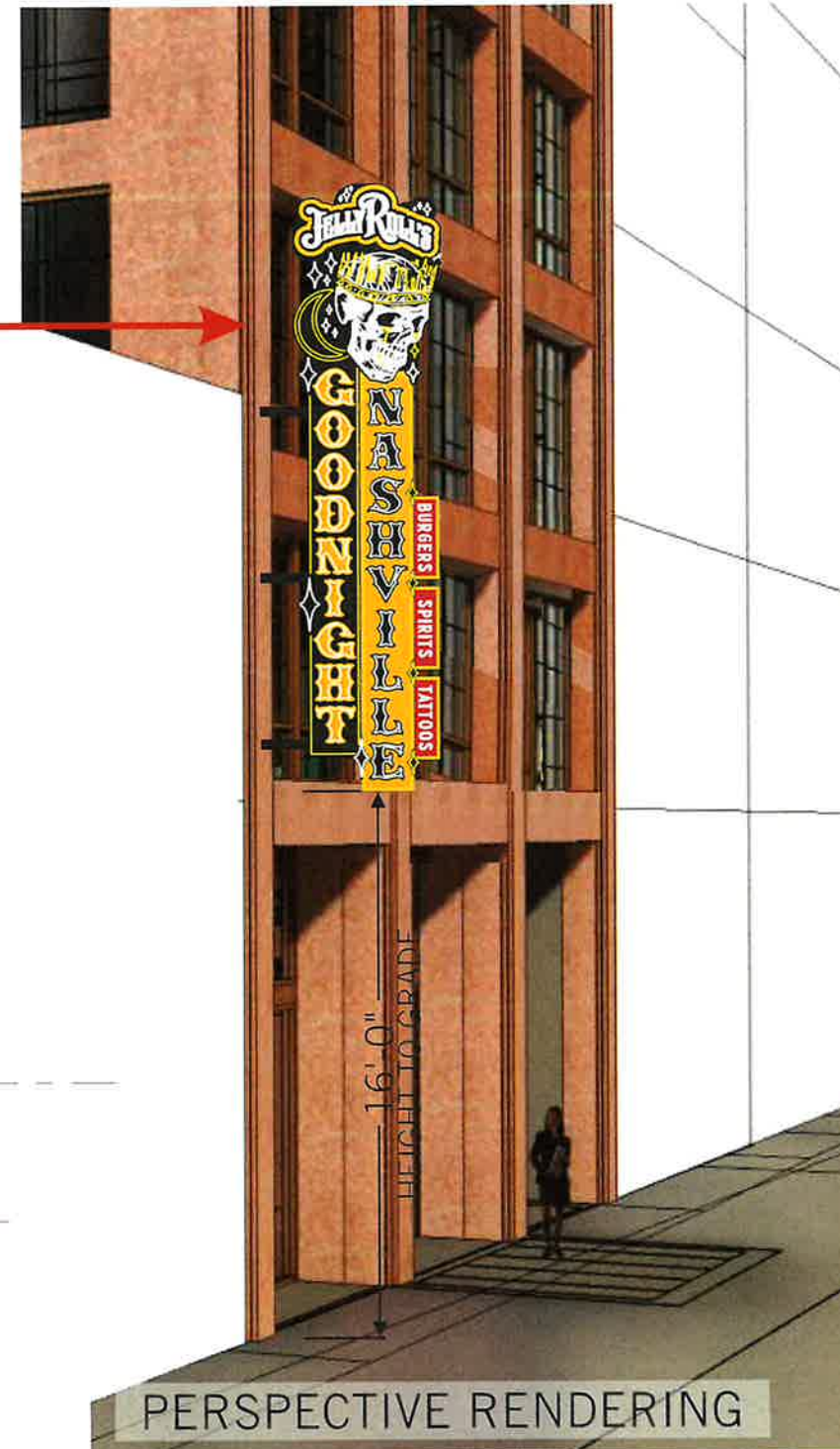
My Commission Expires: Expires: July 6, 2026

NEON ILLUMINATED BLADE SIGN

94 SQ FT



SCALE NOT EXACT.
FOR VISUAL REFERENCE ONLY



JOSLIN AND SON SIGNS
CUSTOM SINCE 1977

630 MURFREESBORO PIKE
NASHVILLE, TN 37210

615_255_3463
615_255_3518 FAX

JOSLINSIGN.COM

**JELLY ROLL'S
GOODNIGHT NASHVILLE**

209 BROADWAY
NASHVILLE, TN 37201

DRW# 240446-S60

QUOTE# 110312

WK_ORD#

DESIGNER M. CLINE

PROJ_MGR M. SHEA

DATE 08.09.24

COLORS & FINISHES:

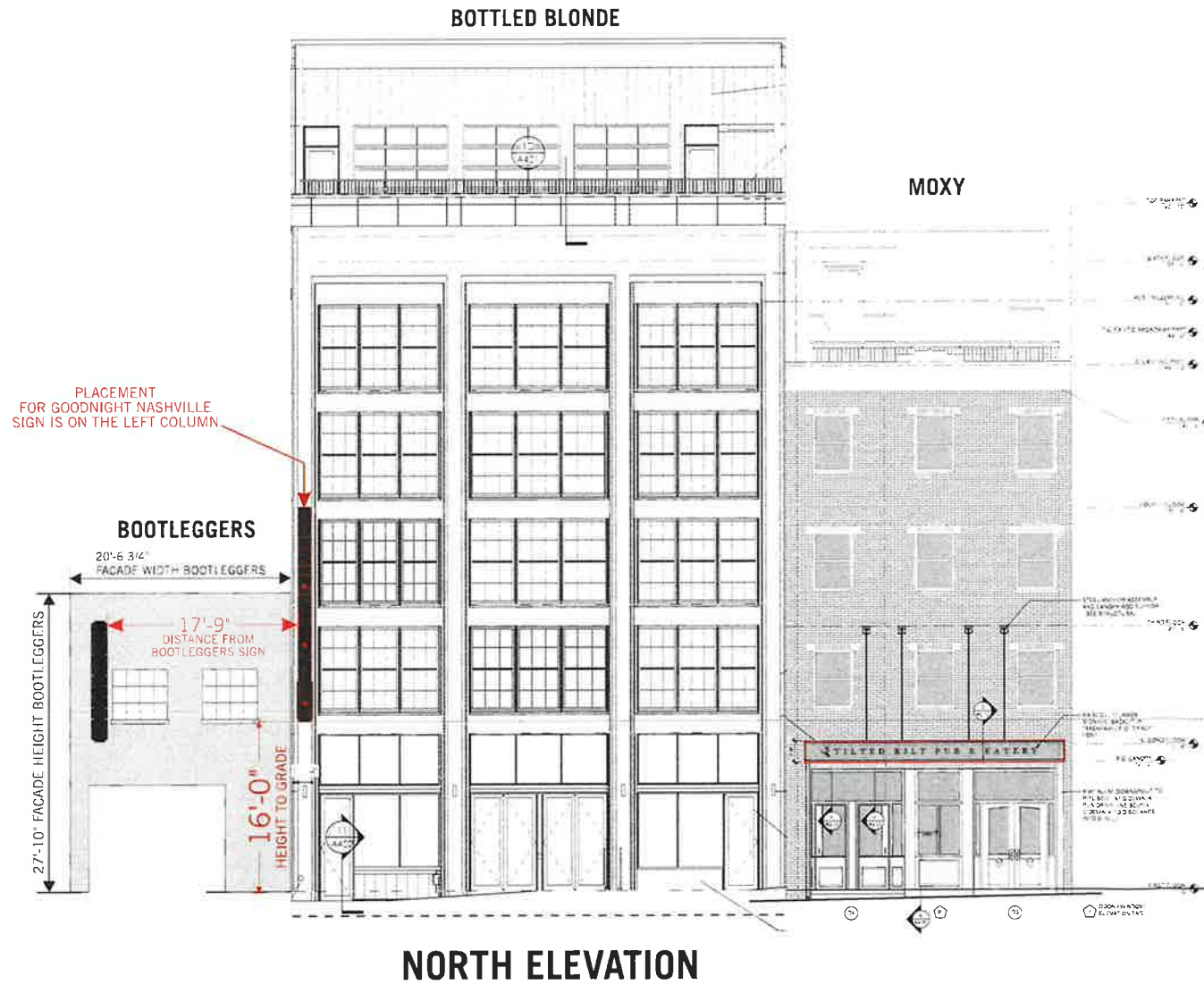
CUSTOMER SIGNATURE

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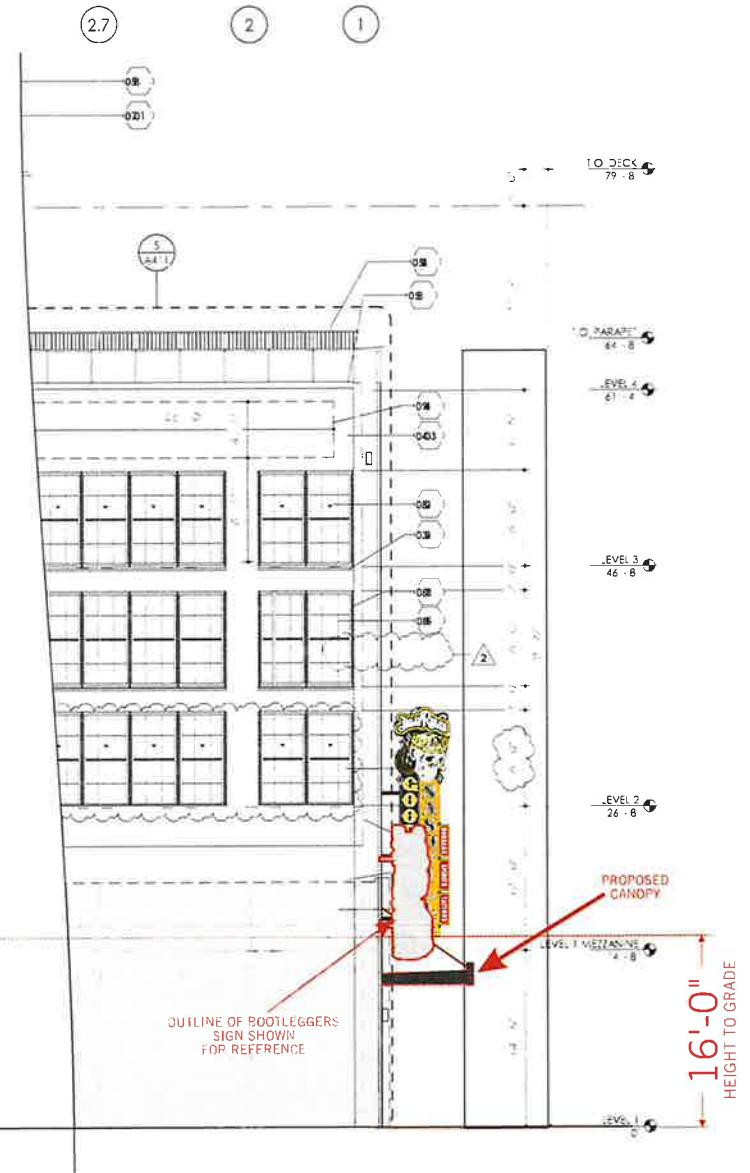
SHEET 1 OF 6

PLACEMENT DETAILS

SCALE: 1/16" = 1'0"



NORTH ELEVATION



EAST ELEVATION



630 MURFREESBORO PIKE
NASHVILLE, TN 37210

615_255_3463
615_255_3518 FAX

JOSLINSIGN.COM

JELLY ROLL'S GOODNIGHT NASHVILLE

209 BROADWAY
NASHVILLE, TN 37201

DRW#	240446-S60
QUOTE#	110312
WK_ORD#	-----
DESIGNER	M. CLINE
PROJ_MGR	M. SHEA
DATE	08.09.24

COLORS & FINISHES:

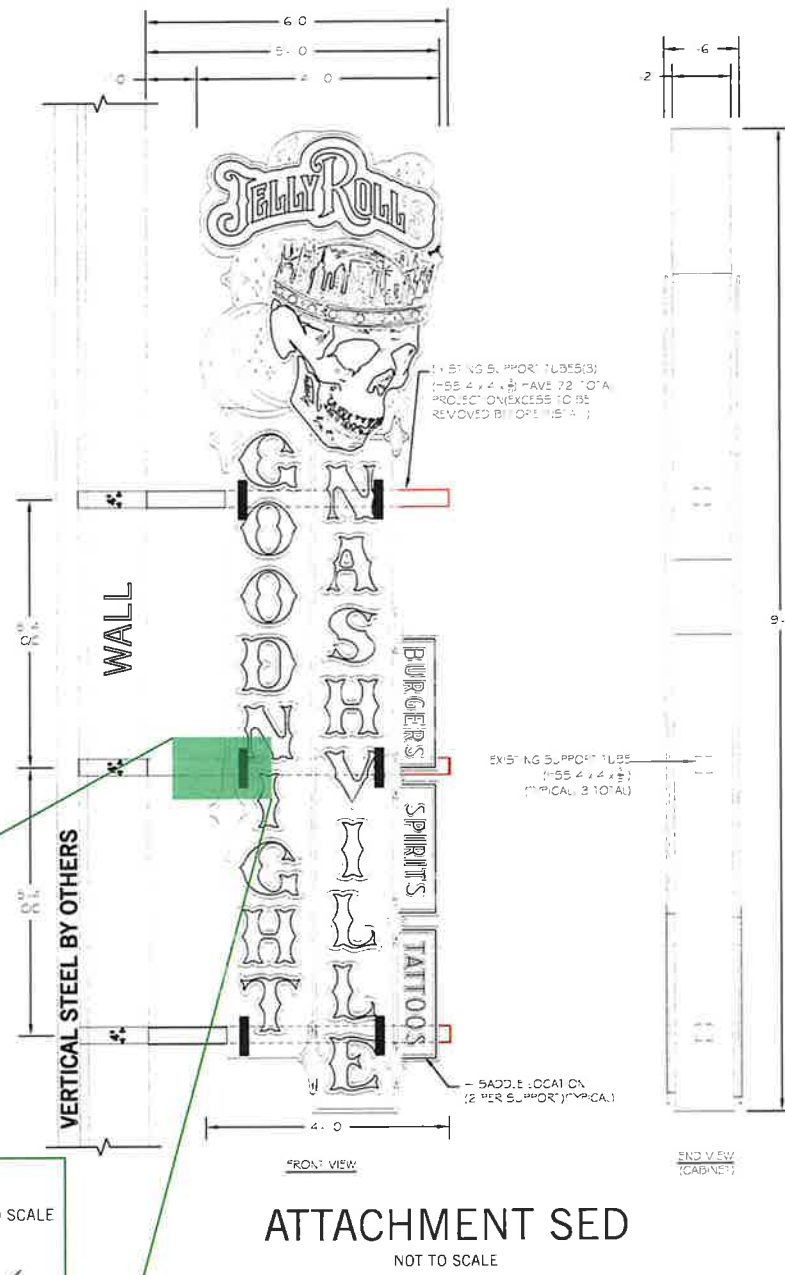
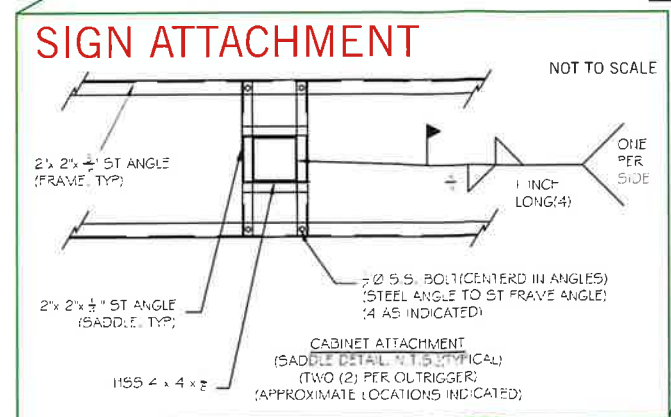
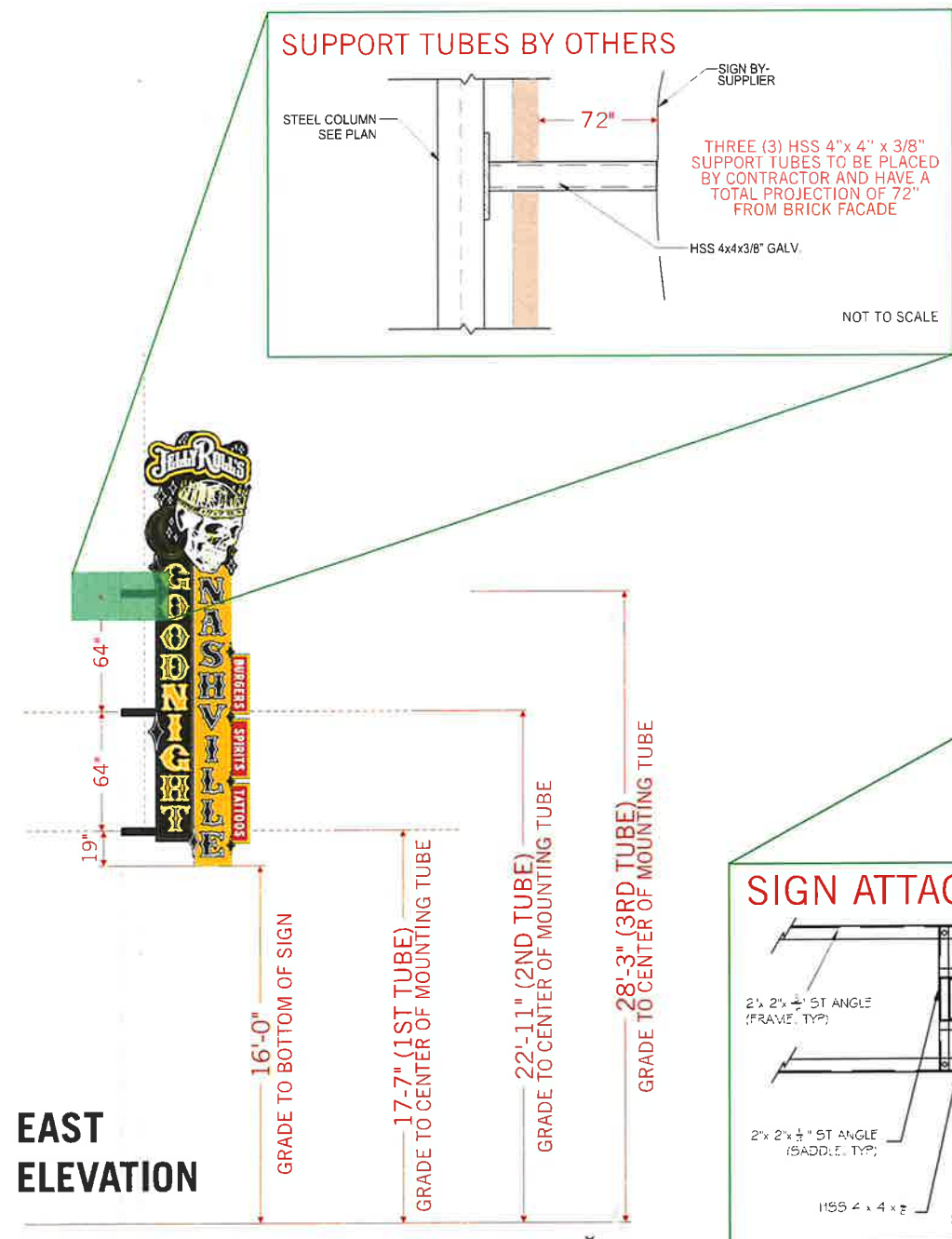
CUSTOMER SIGNATURE

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SHEET 2 OF 6

MOUNTING DETAILS

SCALE: 1/8" = 1'0"



JOSLIN AND SON SIGNS
CUSTOM SINCE 1977

630 MURFREESBORO PIKE
NASHVILLE, TN 37210

615_255_3463
615_255_3518 FAX

JOSLINSIGN.COM

JELLY ROLL'S GOODNIGHT NASHVILLE

209 BROADWAY
NASHVILLE, TN 37201

DRW# 240446-S60

QUOTE# 110312

WK_ORD# -----

DESIGNER M. CLINE

PROJ_MGR M. SHEA

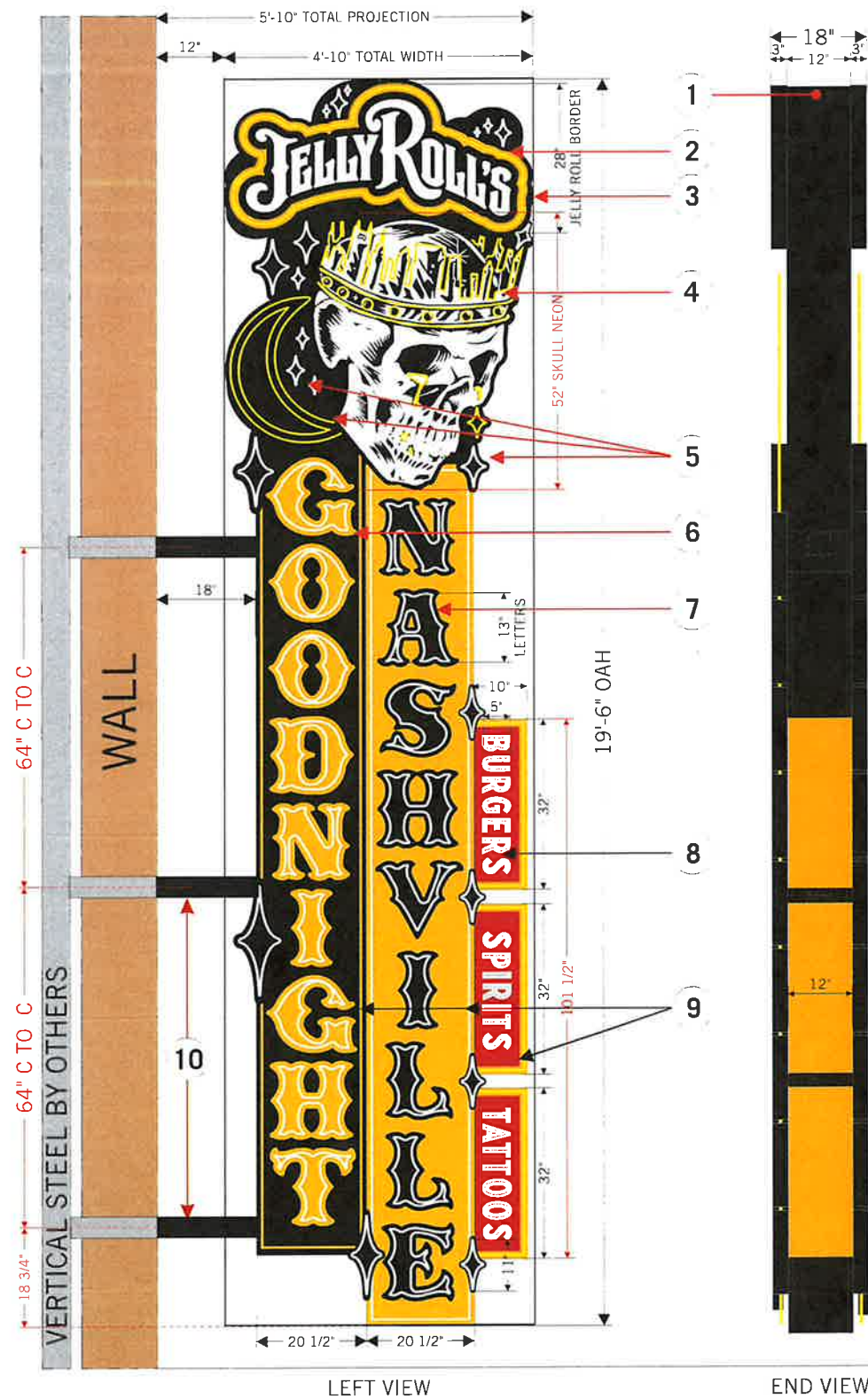
DATE 08.09.24

COLORS & FINISHES:

CUSTOMER SIGNATURE

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SHEET 3 OF 6



NEON ILLUMINATED BLADE SIGN SCALE: 3/8" = 1'0"

- 1 MAIN CABINET TO BE 12" DEEP ALUMINUM PAINTED BLACK RETURNS AND FACE BEHIND 'NASHVILLE' LETTERS PAINTED YELLOW **COLOR TBV**
- 2 'JELLY ROLL'S' TO BE PAINTED WHITE COPY ON MAIN CABINET WITH DOUBLE STROKE 10MM WHITE SKELETON NEON.
- 3 YELLOW BORDER AROUND 'JELLY ROLL'S' TO BE 3" DEEP OPEN FACE NEON CHANNEL W/ INTERIOR PAINTED YELLOW (**COLOR TBV**) AND BLACK PAINTED RETURNS. 10MM P73 GOLD NEON.
- 4 'SKULL' TO BE WHITE VINYL GRAPHIC ON MAIN CABINET FACE W/ 10MM WHITE AND 10MM P73 GOLD ACCENTS.
- 5 'MOON' & 'STARS' TO BE 10MM WHITE AND 10MM P73 GOLD SKELETON NEON ON MAIN CABINET **STARS TO HAVE RANDOM FLASH PATTERN AT AT ONE SECOND INTERVALS**
- 6 'GOODNIGHT' LETTERS TO BE 3" DEEP OPEN FACE NEON CHANNEL LETTERS W/ INTERIOR PAINTED YELLOW (**COLOR TBV**) AND 10MM WHITE NEON.
- 7 'NASHVILLE' LETTERS TO BE 3" DEEP OPEN FACE NEON CHANNEL LETTERS W/ INTERIOR PAINTED **MATTE BLACK** AND POPULATED W/ 10MM WHITE NEON.
- 8 12" DEEP D/F ALUMINUM CABINETS WITH FACES PAINTED RED W/ WHITE COPY AND YELLOW TOP BORDER. RETURNS PAINTED YELLOW. FACES DECORATED W/ 10MM WHITE SKELETON NEON COPY 'BURGER', 'SPIRITS', & 'TATTOOS'
- 9 10MM P73 GOLD SKELETON NEON BORDER AROUND OPEN FACE CHANNEL LETTERS
- 10 4" X 4" X 3/8" WALL HSS MOUNTING TUBES PROVIDED BY OTHERS. SIGN CABINET WILL HAVE CRADLE ATTACHMENT AND SLEEVE OVER MOUNTING ARMS PROVIDED.

NEON COLORS & PAINT COLORS TBV

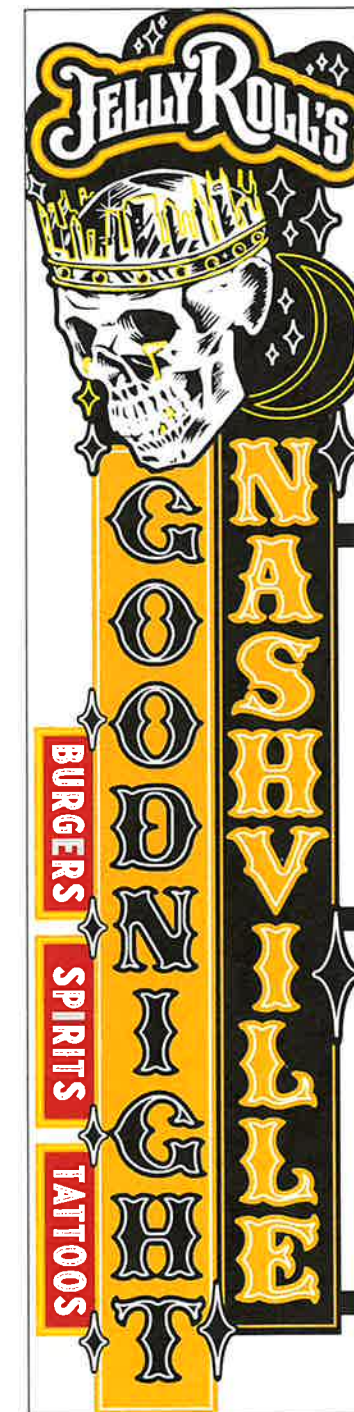
****SIGN TO HAVE ANIMATED NEON FLASH SEQUENCE WITH 3 SECOND MINIMUM DELAY BETWEEN CHANGE** (EXAMPLE ANIMATED GIF AVAILABLE UPON REQUEST)**

NEON / NIGHT VIEW - PAGE 5
ANIMATION SEQUENCE - PAGE 6

****SIGN TO BE INSPECTED BEFORE INSTALL****

NEON COLORS AND LAYOUT NOT EXACT TO PRODUCTION REQUIREMENTS FOR REFERENCE ONLY, ACTUAL FABRICATION DETAILS MAY VARY.

94 SQ FT



630 MURFREESBORO PIKE
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615_255_3463
615_255_3518 FAX

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JELLY ROLL'S
GOODNIGHT NASHVILLE

209 BROADWAY
NASHVILLE, TN 37201

DRW# 240446-S60

QUOTE# 110312

WK_ORD# -----

DESIGNER M. CLINE

PROJ_MGR M. SHEA

DATE 08.09.24

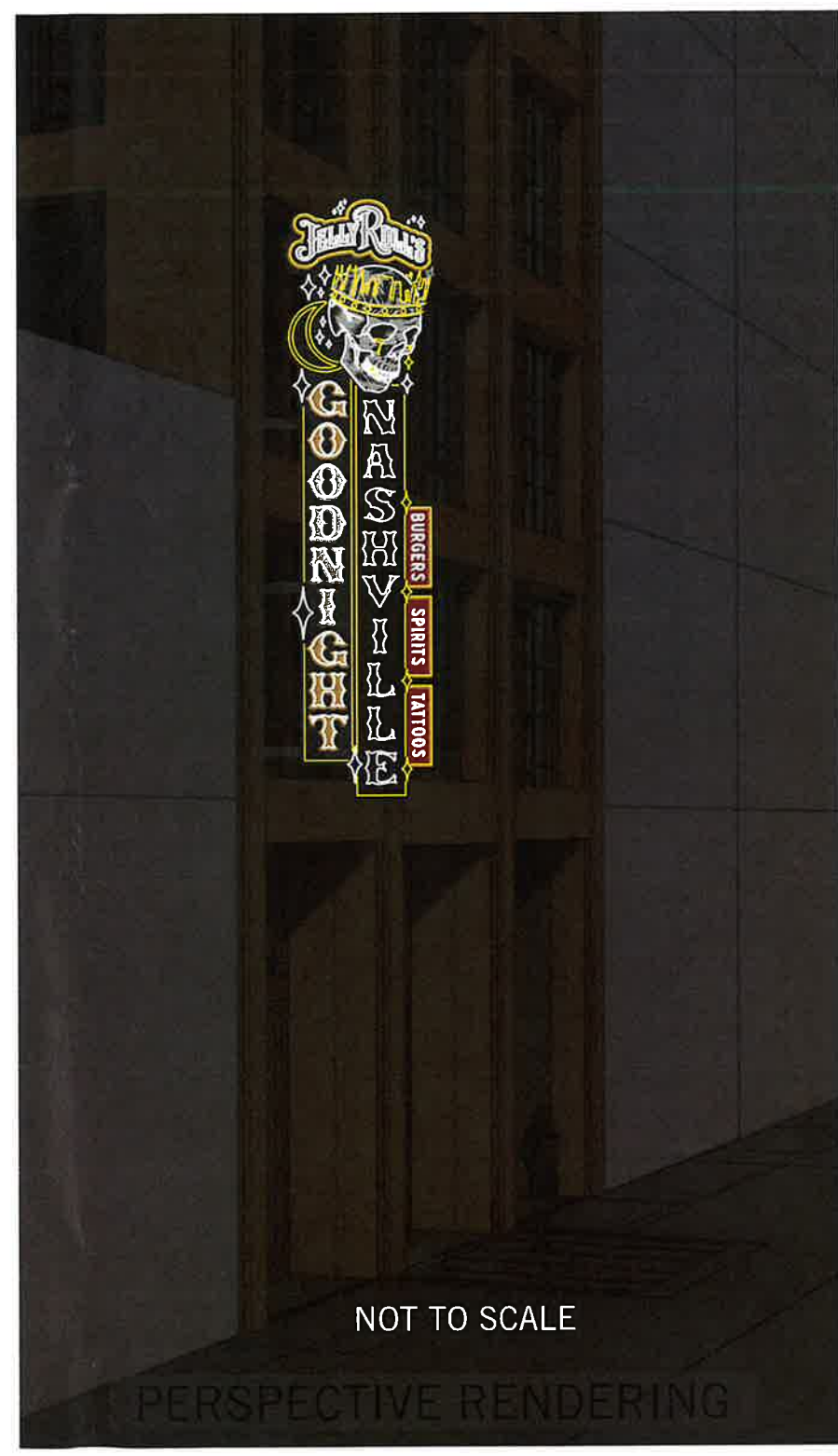
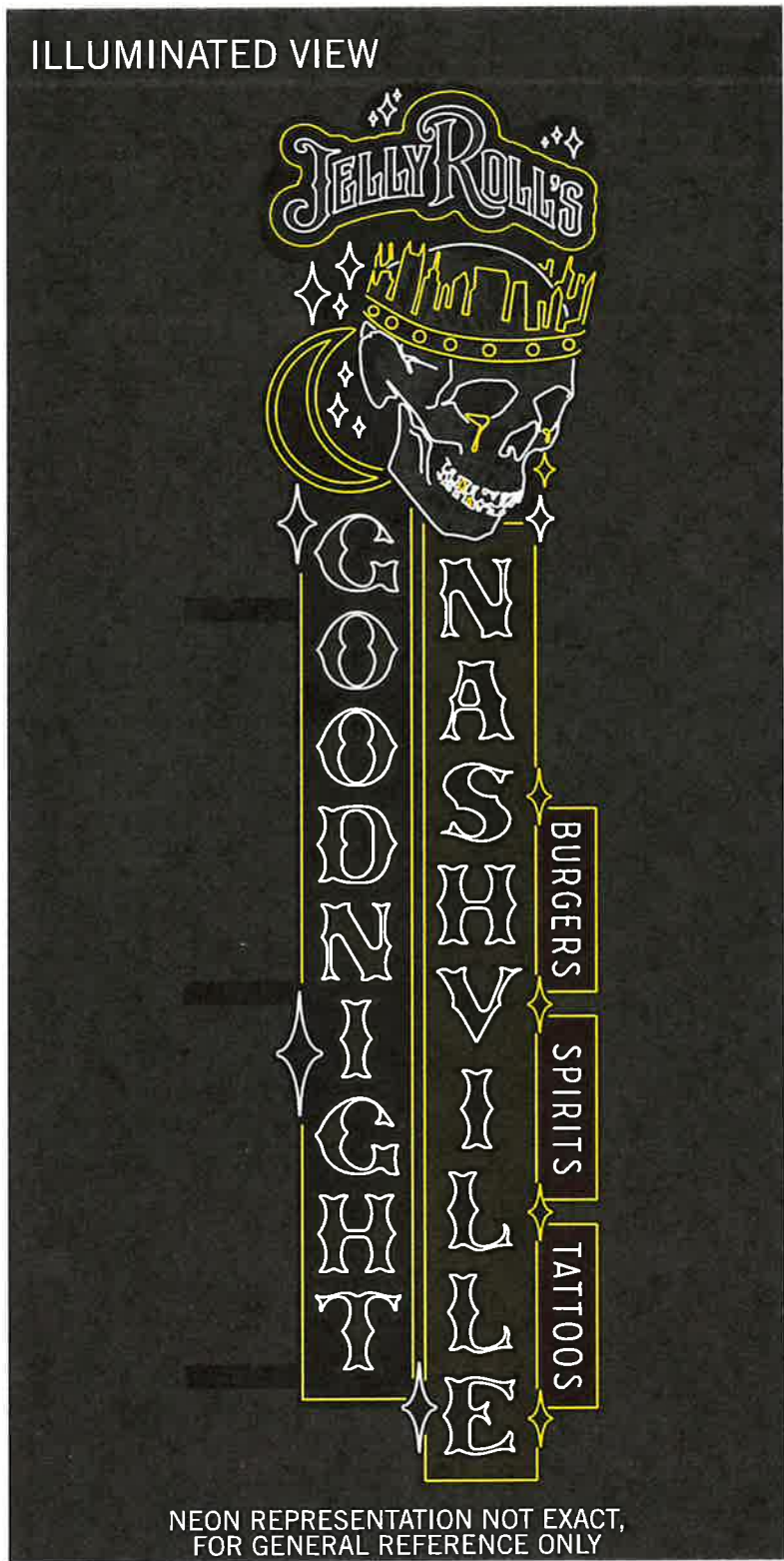
COLORS & FINISHES:

- WHITE PAINT
- WHITE VINYL
- BLACK PAINT
- YELLOW PAINT
- RED PAINT
- 10MM P73 GOLD NEON
- 10MM WHITE NEON

CUSTOMER SIGNATURE

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SHEET 4 OF 6



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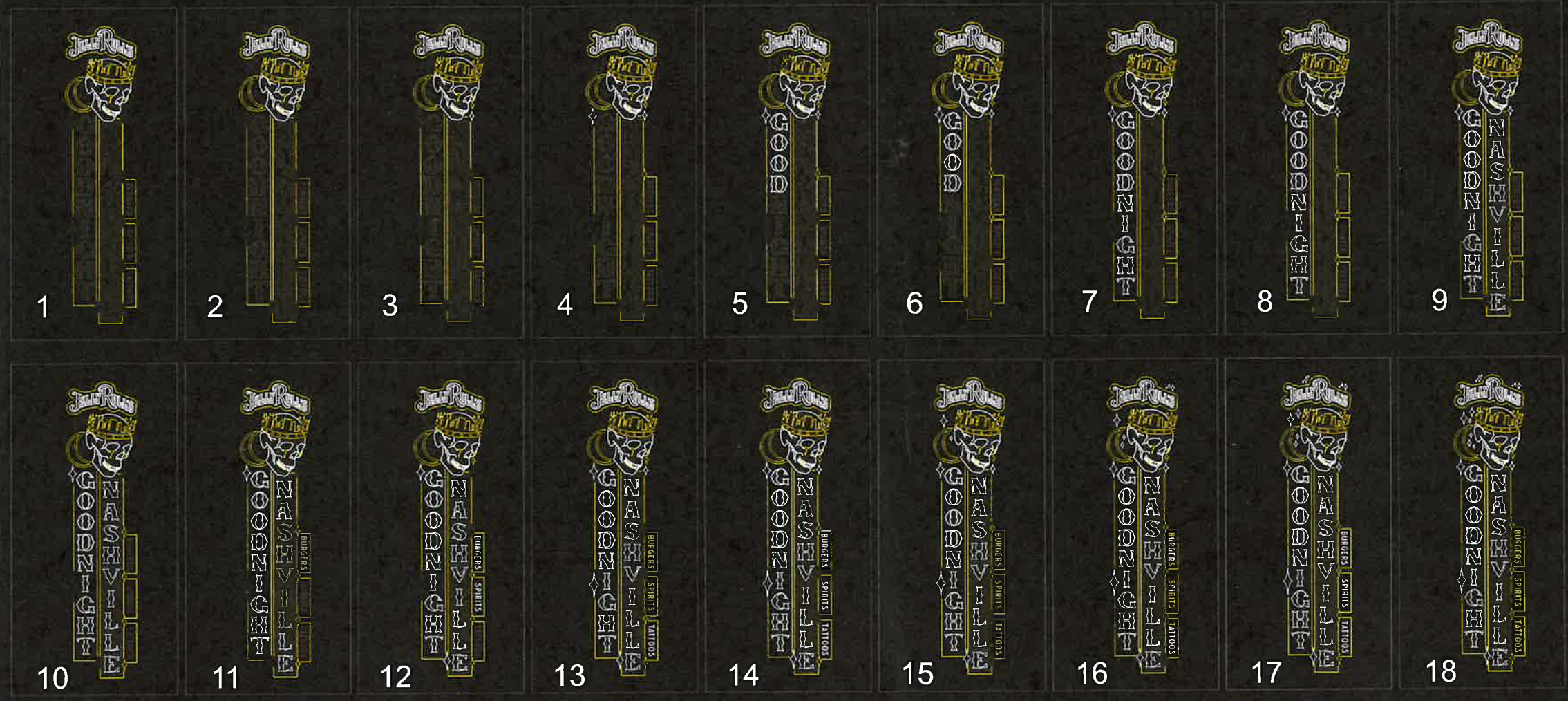
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SHEET 5 OF 6

NIGHT VIEW & ANIMATION SEQUENCE LAYOUT

(FOR REFERENCE ONLY, EXACT ANIMATION SEQUENCE TO BE VERIFIED)



****SEQUENTIAL LIGHTING TO HAVE 3 SECOND MINIMUM DELAY BETWEEN CHANGE****
(EXAMPLE ANIMATED GIF AVAILABLE UPON REQUEST)



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DATE 08.09.24

COLORS & FINISHES:

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SHEET 6 OF 6

SUBSTITUTE ORDINANCE NO. BL2024-628

An ordinance approving a participation agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Housing Division of the Metropolitan Planning Department, and Sojourn Nolensville Apartments, LP, to provide enhanced pedestrian signaling for Sojourn Nolensville Apartments, LP's proposed development, as well as other existing properties in the area (Proposal No. ~~2022SP-088-004~~ 2024M-052AG-001).

WHEREAS, the Metro Housing Division established the Connecting Housing to Infrastructure Program ("CHIP"), funded through the Capital Spending Plan ("CSP") to support enhanced infrastructure improvements related to the development income-restricted affordable housing; and

WHEREAS, Sojourn Nolensville Apartments, LP (the "Developer") meets the criteria to receive CHIP funding; and,

WHEREAS, pursuant to the terms of the participation agreement, attached hereto as Exhibit 1, the Developer, in compliance with all Metropolitan Government of Nashville and Davidson County ("Metro") requirements and specifications, will contract and oversee the construction of pedestrian signaling and crossing near the intersection of Nolensville Pike and Taylor Rd, to serve its development at 4420 Taylor Rd and the community; and,

WHEREAS, the Nashville Department of Transportation and Multimodal Infrastructure ("NDOT") will inspect the construction and upon acceptance, will be responsible for ongoing operation and maintenance; and,

WHEREAS, Metro agrees to pay \$178,023.52 as a contribution toward the improvements; and

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

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

Section 1. The participation agreement (Exhibit 1) between the Metropolitan Government of Nashville and Davidson County, acting by and through the Housing Division of the Metropolitan Planning Department, and Sojourn Nolensville Apartments, LP to enhance pedestrian signaling and install a midblock crossing, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That Metro will contribute an amount not to exceed \$178,023.52, which is available in Fund No. 40021 and Fund No. 40022.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. The ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Bob Nash
Member of Council