



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, JANUARY 23, 2024**

Table of Contents

001	Amendment to Ordinance No. BL2023-120
005	Substitute Ordinance No. BL2023-128
007	Amendment to Resolution No. RS2024-158
008	Late Filed Resolution: Grant Agreement-Metro Arts-AmeriCorp volunteer services
032	Late Filed Resolution: Metro Human Relations Commission Counsel Engagement
035	Amendment to Ordinance No. BL2023-136
036	Amendment to Ordinance No. BL2023-137
037	Amendment to Ordinance No. BL2023-2
048	Amendment to Ordinance No. BL2023-105
049	Amendment to Ordinance No. BL2023-106

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-120

Madam President –

I hereby move to amend Ordinance No. BL2023-120 as follows:

I. By adding the following between the second and third recital:

WHEREAS, Plan to Play, The Nashville Parks & Greenway Plan adopted in 2017, identifies creation of publicly available open space as an important community asset; and

II. By adding the following between the fourth and fifth recital:

WHEREAS, publicly available open space brings a number of benefits toward creating healthy and livable communities for all Nashvillians; and

III. By amending Section 2, Proposed Metropolitan Code of Laws Section 17.12.080, Subsection D, as follows:

D. Open Space Standards. The required fifteen percent open space of a Compact Development may contain usable open space and stormwater features as required and described in this section.

1. Usable Open Space & Features. A minimum of five percent of a compact subdivision's total area shall be usable open space. One usable feature shall be installed for subdivisions containing between four and ninety-nine total residential units, plus an additional usable feature for every one-hundred residential units, or portion thereof, in excess of the first ninety-nine units. Usable features shall not be located in regulatory no-disturb stormwater buffers or floodway as determined by Metro Water Services. Any usable feature proposed to be located in floodplain shall not be fenced or contain impervious surfaces. Usable features, as approved by the Planning Commission or their designee, may include but are not limited to:

- a. Paved greenway trails or trailhead facilities identified in the Metropolitan Parks and Greenways Master Plan and located within publicly accessible greenway conservation easements to the benefit of the Metropolitan Greenways Commission or Metro Parks;
- b. Walking or bicycle trails;
- c. Reflective, passive recreation areas such as picnic shelters, gazebos, or shared docks;
- d. Playgrounds with benches and pedestrian scale lighting;
- e. Dog parks with benches and pedestrian scale lighting;
- f. Stormwater mitigation facilities such as bioretention, bioswale, or rain garden, designed as an amenity and provided in conjunction with other usable features

mentioned in this section; a stormwater feature alone shall not count as usable open space;

- g. Other active recreational or play facilities including but not limited to paved game courts such as tennis, basketball, or volleyball courts, swimming pools, baseball/softball diamonds or other facilities;
- h. Historic or cultural sites with walkways and interpretive signage;
- i. Unstructured open play areas for practice or pickup games;
- j. Low impact recreation options (i.e. bocce ball, horseshoes, outdoor chess tables);
- k. Conservation of natural features as defined in 17.12.090;
- l. Other facilities made publicly accessible through any agreement with the Metropolitan Government.

2. Stormwater Features. The following uses may count toward the open space stormwater feature component of this section:

- a. Required stormwater mitigation measures such as reforestation;
- b. Stormwater control measures, such as retention and detention basins, and other conventional stormwater facilities as approved by the Planning Commission, or their designee, and by Metro Water Services.

3. Compact subdivisions may reduce the total open space by up to 5% each if if (1) a property is located within 0.25 miles of local, state, or federal park; (2) if usable open space meets the requirements of Subsection D(1)(a); or (3) if usable open space meets the requirements of Subsection D(1)(l); provided, however, that in no event may the total open space be less than 7.5% of the compact development subdivision a 5% reduction in useable open space is permitted, and Compact Development subdivision is required to have 10% total open space.

- a. For the purpose of this section, greenways that do not meet the requirements of Subsection D(1)(a) shall not be considered parks.
- b. For the purposes of this section, no more than one local, state, or federal park located within 0.25 miles of a property shall count toward a reduction in total open space.

4. Compact Development subdivisions shall attain a tree density factor of at least twenty-two units per acre using retained or replacement trees, or a combination of both.

5. Regardless of whether sidewalks are installed, street trees shall be required on new and existing streets.

- a. If sidewalks are installed, street trees shall be planted within the grass strip/green zone for any sidewalk constructed, dependent on roadway classification and right-of way availability.
- b. If no sidewalks are installed, street trees are required to be located within the right-of-way, dependent on roadway classification and right-of way availability.

- c. Trees shall be installed according to the provisions of the Metro Nashville Street Tree Specifications prepared and maintained by Metro Water Services in conjunction with Nashville Department of Transportation, Planning, and Codes.
 - d. Street trees shall be chosen from the Urban Forestry Recommended Tree List. Canopy trees shall be installed, except where conflicts with overhead electrical powerlines exist. In those instances, understory trees may be substituted.
 - e. Required street trees shall be depicted on a landscape plan. The landscape plan and specifications shall be prepared by, or under the direction of, and bear the seal of a professional landscape architect registered in Tennessee.
 - f. Trees installed pursuant to this section shall be eligible for credit toward tree density required by Chapter 17.28 of this title.
6. Configuration and Access. To the maximum extent practicable given the configuration, the open space shall be in a contiguous tract. When possible, usable open space shall be centrally located, directly accessible to the largest practicable number of lots within the subdivision, have street frontage and each lot shall be no more than 1,320 feet from usable open space as measured from the perimeter of the open space to individual lot lines. Non-adjacent lots shall be provided with pedestrian access to the usable open space via direct access or an access easement designated on the plat.
7. Ownership and Management.
- a. Open space and street trees within a Compact Development shall be owned and maintained by an incorporated association for the mutual benefit of residents or property owners within the development and shall be adequately described on a recorded plat of subdivision approved by the planning commission. All property owners within a Compact Development subdivision shall be a member of the association which shall be responsible for the assessment of dues to cover the recurring costs of maintaining all open space areas and usable features. Articles of incorporation and bylaws shall be submitted and approved according to the subdivision regulations.
 - b. In limited circumstances where the open space is identified on the Greenways Master Plan or within the Parks Master Plan, the developer may offer the open space for dedication to Metro Parks subject to approval and acceptance by Metro Parks Board and Metro Council as appropriate.
 - c. Open Space Management Plan. With the concept plan applicants shall submit a plan for the management of the open space, common open space, and street trees which allocates responsibility and guidelines for maintenance and operation of the open space and any facilities located within the open space areas. If the open space is restricted via a conservation easement in the favor of a bona fide land trust or other permanently established organization legally able to accept such easements, a stewardship plan or other management plan associated with the conservation easement may be provided in lieu of the open space management plan.
 - d. Failure to maintain. When the failure of an association or other responsible party to properly maintain open space results in a public nuisance, the zoning administrator is empowered to initiate appropriate measures to eliminate the nuisance. If public funds

are utilized to remove a nuisance and/or maintain open space, those costs shall be assessed proportionally against all property owners within the development in the form of a tax lien. This provision shall not apply to any open space that has been dedicated to and accepted by the metropolitan government.

SPONSORED BY:

Quin Evans Segall
Member of Council

SUBSTITUTE ORDINANCE NO. BL2023-128

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 MUL to AR2A zoning for property located at Mt. View Road (unnumbered) at the southeastern intersection of Mt. View Rd. and Crossings Blvd. (2.13 acres), all of which is described herein (Proposal No. 2024Z-001PR-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 MUL to AR2A zoning for property located at Mt. View Road (unnumbered) at the southeastern intersection of Mt. View Rd. and Crossings Blvd. (2.13 acres), being Property Parcel No. 448 as designated on Map 163 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 163 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.

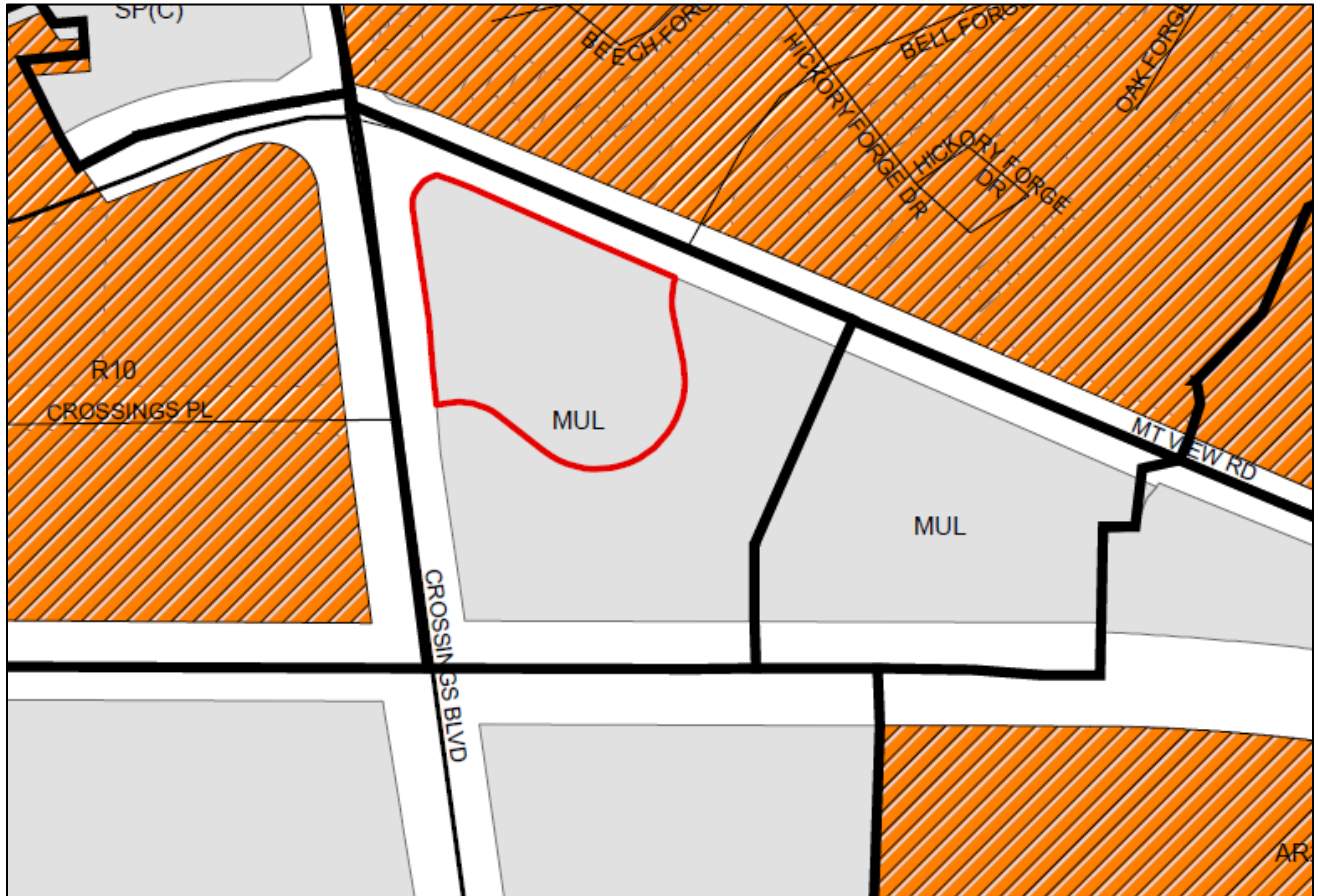
Section 4. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Joy Styles
Member of Council

2024Z-001PR-001
Map 163, Parcel(s) 448
Subarea 13, Antioch – Priest Lake
District 32 (Styles)
Application fee paid by: Waived by Councilmember

A request to rezone from MUL to AR2A zoning for property located at Mt. View Road (unnumbered) at the southeastern intersection of Mt. View Rd. and Crossings Blvd. (2.13 acres), requested by Councilmember Joy Styles, applicant; Rajendra Bhakta, owner.



AMENDMENT NO. ____

TO

RESOLUTION NO. RS2024-158

Madam President –

I hereby move to amend Resolution No. RS2024-158 as follows:

I. By adding the following after the fourth recital clause:

WHEREAS, prior to seeking an extension to the community safety video integration services provided by Fusus, Inc. beyond the end date of this contract, the Metropolitan Nashville Police Department will develop and publicly post a policy for the acquisition and use of video through this program; and

WHEREAS, Section 13.08.080 of the Metropolitan Code requires that the Metropolitan Council adopt a resolution subsequent to a public hearing prior to the Metropolitan government entering into an agreement to acquire, share, or otherwise use surveillance technology; and

II. By adding the following new Section 2 and renumbering the existing Section 3 as Section 4.

Section 2. Notwithstanding contract language, this resolution does not provide authorization under Section 13.08.080 of the Metropolitan Code for the use of any additional surveillance technology besides:

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

SPONSORED BY:

Erin Evans
Member of Council

Resolution No. _____

A resolution approving a grant agreement between Metropolitan Government of Nashville and Davidson County, through Metro Arts, and Hands On Nashville, for an AmeriCorp program participant to perform volunteer services on Metro Arts' community engagement programs and activities.

WHEREAS, the Metropolitan Government of Nashville and Davidson County, through Metro Arts, and Hands On Nashville, desire to enter into a grant agreement for an AmeriCorp program participant to work with Metro Arts' community engagement programs and activities, with an \$4,000 contribution from Metro in exchange for the program participant's volunteer services dedicated to Metro Arts' programs and activities; and,

WHEREAS, it is in the best interest of the Metropolitan Government that this grant agreement be approved

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

Section 1. That the grant agreement between Metropolitan Government of Nashville and Davidson County, through Metro Arts, and Hands On Nashville, for an AmeriCorp program participant to perform volunteer services on Metro Arts' community engagement programs and activities, attached hereto as Exhibit 1 and incorporated herein, is hereby approved.

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

RECOMMENDED BY:

Daniel Phoenix Singh

Daniel Singh, Director
Arts Department

INTRODUCED BY:

Jay L. Styer

Burke Miller

Member(s) of Council

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Tessa V. Ortiz-Marsh

Assistant Metropolitan Attorney



METRO ARTS
NASHVILLE OFFICE OF ARTS + CULTURE

1-11-2024

Metropolitan Council
Historic Metro Courthouse
1 Public Square
Suite 204, Metro Council Office
Nashville, TN 37201

Vice Mayor Henderson and Council Members:

Metro Arts is filing a late resolution on the award acceptance of Americorps. The grant with an award of \$6,000 with a \$4,000 cash match, for a total of \$10,000 will be used to advance community engagement from an equitable and antiracist approach of care and support.

Our Community Engagement staff will help us improve our qualitative and quantitative data collections, with an antiracist focus on reaching out to communities previously underserved by Metro Arts. Our office is working to build a broader network with the artists and arts organizations to advance community-led approaches. We are seeking community input on our programs such as funding initiatives and as well as programs such as Public Arts and Restorative Arts and Equity. This begins the pilot phase of an Americorps partnership that we hope to develop out to eight Americorps staffers that serve and support the Nashville arts ecosystem later in the next year. Having this staffer both think through all the needs and help us recruit the next round of Americorps staffers is essential in advancing our antiracist community engagement vision. In future years, this will position Metro Arts to access Federal Workforce grants to support the arts ecosystem through Americorps, apprentice, and internship programs.

The reason for this late file is to ensure that Metro Arts is able to take advantage of the Americorps staffer who is ready and able to start working with us immediately on this important initiative to engage Nashville residents. Metro Arts will endeavor to avoid late filing legislation to the best of our ability. It is in the interest of the Metropolitan Government of Nashville and Davidson County that this intergovernmental agreement be brought before Council during the January 16 Council meeting to ensure a timely start date for the Americorps program at Metro Arts. I humbly apologize for the late file request.

Sincerely,

Daniel Phoenix Singh
Executive Director,
Metro Arts

GRANT AGREEMENT

BETWEEN

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

AND HANDS ON NASHVILLE

This grant agreement is entered into __11____ day of _January_, 2024, between the Metropolitan Government of Nashville and Davidson County (“Site”) and Hands On Nashville (“HON”), hereinafter collectively (“Parties”). The effective date of this GRANT AGREEMENT shall not be binding on the parties until it has been signed first by HON, approved by the Metropolitan Council and filed with the Metropolitan Clerk.

The purpose of this GRANT AGREEMENT is to establish the expectations between Site and Hands on Nashville (HON) AmeriCorps Program for organizations participating in the Hands On Nashville (HON) AmeriCorps Program. These expectations are designed to:

- 1) Establish effective coordination between Site and Hands On Nashville
- 2) Ensure that the objectives and expectations of HON’s contracts with Volunteer Tennessee, local grants, and the federal AmeriCorps agency are met.
- 3) Create a positive and productive service experience for AmeriCorps members

This agreement is between Hands On Nashville and the site listed below:

Site name: Metro Arts

Federal Employer Identification Number (EIN): 620694743

Mailing address: 1417 Murfreesboro Pike

Service location (if different from mailing address):

Executive Director/CEO: Daniel Singh

ED/CEO email: daniel.singh@nashville.gov

Site Coordinator (primary contact): Chuck Beard

Site Coordinator email: chuck.beard@nashville.gov

Site Coordinator phone: 615-862-6739

Service Mentor email: chuck.beard@nashville.gov

Service Mentor phone: 615-862-6739

Term

The term of this agreement shall be twelve (12) months

Funding and Planning Contingency

In the event that funding for the AmeriCorps program is reduced or eliminated, or if federal program requirements change after the date of this GRANT AGREEMENT, HON may terminate or modify this GRANT AGREEMENT within 30 days by providing written notification to the Site.

Additionally, this GRANT AGREEMENT is contingent upon the complete, accurate, and timely submission of all requested materials, documents, reports, and required payments by the Site both before and during the program year. If any of these items are late or incomplete, HON may terminate or modify this GRANT AGREEMENT within 30 days by providing written notification to the Site.

Further, program start dates are reliant on the State of Tennessee and federal contracting processes not controlled by Hands On Nashville and may change with little or no notice without impacting other conditions in this GRANT AGREEMENT. In the event that Hands On Nashville merges with or is acquired by another agency, this Agreement will remain in effect with the combined agency.

Responsibilities of the Site

Section I — Financial Responsibility

1. Remit a partnership investment for each member. Alternate payment arrangements may be granted at HON's sole discretion. Investments must be paid in full on or before:

- I. August 30, 2023 for members starting September 8.
 - II. October 25, 2023 for members starting November 3.
 - III. December 18, 2023 for members starting January 8
 - IV. Alternate payment arrangements may be granted at HON's sole discretion.
- The investment level is \$4,000 per half-time member.
 - Invoices and payment instructions will be sent by HON to Site approximately three weeks prior to the beginning of the term.
 - Failure to pay partnership investment fees on time may result in removal of the member(s) from site and termination of this contract by HON.
 - Sites are expected to retain 100% of members. Partnership investment will not be refunded or pro-rated for any member who resigns or is terminated from service early, with or without cause.
 - Special circumstances exist if a member does not complete a full term of service:

- If a member serves more than 15% of their term and exits early for compelling personal circumstances, the member will earn a partial education award, making the position ineligible to be refilled.
 - HON may, at its sole discretion, allow an opportunity to refill the position if a member terminates for cause prior to serving 30% of their service term (270 hours for half-time), or if the member exits for compelling personal circumstances before serving 15% of their service hours.
 - Positions may only be refilled once.
 - If positions remain unfilled after the start of the service year, HON must fill or eliminate those positions before refilling vacated service opportunities.
 - Positions may not be refilled after Dec. 31, 2023. Members starting in January may not have their positions refilled after January 31, 2024.
 - If the Site is determined to have violated this MOU or the member's service agreement in terminating a member, the refill position may be transferred to another Site. The partnership investment payment will not be refunded in full or in part.
 - If a member transfers to another Site following an administrative action against the original Site for noncompliance, the partnership investment payment will not be refunded in full or in part.
 - If a member transfers to another Site for any other reason, a prorated partnership investment will be paid to HON and refunded to the original service Site.
 - If a member exits within six weeks of the start of their term for reasons not due to host site management, and the slot cannot be refilled, a 75% (\$3,000) refund will be provided to the host site.
- This fee includes only the HON AmeriCorps program and does not cover any other HON program fees. AmeriCorps members will have access to the Hands On Nashville volunteer posting portal for their projects only.

Community Partner Program membership is not included in the AmeriCorps program partnership. Partnership fees range from \$200 - \$600 per year, and interested sites can contact Drew Himsworth, Senior Manager of Partner Engagement at drew@hon.org for details.

1. Cover all expenses required for members to serve at the project site, including computer, software, technologies, desk space, tools, and supplies needed to successfully perform service activities.
2. Provide accessible service locations and other reasonable accommodations for members with disabilities. (Contact HON for information about potential funding to assist with adaptive technologies and other equipment that make service opportunities available to members with disabilities.)
3. Maintain liability insurance as described in the Terms and Conditions for AmeriCorps State and National Grants.

- If coverage expires prior to the end of member's service term, submit proof of continuous coverage to HON.
 - If Site is a federal, state, or local governmental agency, provide documentation showing that status.
4. Provide transportation or mileage reimbursement to HON AmeriCorps member(s) to conduct service away from their established service site, or to attend trainings, meetings, service projects, or professional development courses related to their service.
 - Reimbursement procedures must be covered in the member's Site orientation.
 - Reimbursement amount should, at minimum, align with the Tennessee state standard mileage rate of \$0.655 per mile.
 - HON will reimburse sites for member mileage related to required travel, such as statewide conferences or service events, whenever such reimbursement funds are made available through Volunteer Tennessee.
 - HON will reimburse sites for member mileage related to member disaster response deployments.
 - Where HON provides reimbursement, sites must first reimburse the member, then send an invoice and documentation to accounting@hon.org requesting payment for those reimbursements.
 5. Provide lodging and meals to HON AmeriCorps member(s) when overnight travel is necessary to perform required service or training away from the service site. Where lodging and meals are not provided directly, the site must provide a per diem that corresponds to the [Federal Standard M&IE \(per diem\) rates](#). A per diem calculation form is available upon request.
 6. Pay costs that are deemed disallowed by Volunteer Tennessee or HON due to Site error, omission, or failure to follow guidance provided by HON. This includes, but is not limited to, disallowances resulting from participation in prohibited or unallowable activities, including unallowable fundraising.
 7. Notwithstanding the foregoing, should funding for this GRANT AGREEMENT be discontinued, Site shall have the right to terminate the GRANT AGREEMENT immediately upon written notice to HON.
 8. This agreement is no way intended to create an employee/employer relationship between Site and member and member IS NOT an employee of Site. HON agrees that it will be solely responsible and liable for paying compensation, benefits, and taxes for member. HON understands and agrees that it shall have exclusive control and supervision over member and shall be solely liable for all of member's acts and/or omissions. Any accident, injury, sickness or death that may occur to member during the performance of the obligations set forth in this GRANT AGREEMENT, shall be HON's responsibility. HON agrees to hold Site harmless from any claim on account of the aforementioned injury or damage.

9. If the Site fails to follow required HON member progressive discipline policies and subsequently terminates the member from service, and the member’s grievance hearing grants the former member a pro-rated education award, then the Site will repay to HON the pro-rated education award amount owed to AmeriCorps.

Section II — Risk Management and Compliance

1. Comply with the AmeriCorps Civil Rights and Non-Harassment Policy, Assurances and Certifications, and Terms and Conditions, as well as the AmeriCorps Member Service Agreement.
2. Provide an environment free of discrimination for all AmeriCorps members.
 - AmeriCorps is committed to achieving a diverse, energized, and high-performing workforce. The key to achieving this objective is developing and maintaining effective leaders and managers and site staff who treat all persons with dignity and respect.
 - Site must abide by all applicable state and federal laws and AmeriCorps policy on Equal Opportunity Employment, including Title VI and Title VII of the Civil Rights Act and the Americans with Disabilities Act.
 - Discrimination or harassment based on race, color, national origin, gender, religion, age, mental or physical disability, sexual orientation, gender identity or expression, marital or parental status, genetic information, military service, and religious, community or social affiliations, or any other category protected by state or federal non-discrimination law will not be tolerated.
 - These policies apply to recruitment, selection, merit, transfers, assignments, training, career development, benefits, and separations.
 - The EEOC has clarified that “customer preference” related to diversity factors cannot be considered when assigning tasks or duties.
 - HON may require that Sites receive training from applicable Metro department, if discriminatory actions, including microaggressions, are reported by the AmeriCorps member and determined to have merit.
3. Comply with all HON AmeriCorps policies, procedures, and other guidance in effect during the term of this GRANT AGREEMENT, including the current policies and procedures listed below, and other policies or procedures that may be developed and implemented throughout the program year:
 - POL-100-Ensuring Service Activities are Allowable
 - Ensures Site Coordinators, Service Mentors, and members are all aware of what prohibited, allowable, and unallowable activities are. Guarantees that members’ activities align with Member Service Agreements and with HON Performance Targets.
 - POL-101-Managing Member Deployment for Disaster Response
 - In the event of a localized disaster, HON may deploy members to assist in response.
 - POL-102-Managing Member Hours

- Includes instructions for recording and approving member hours, ensuring members are on track to meet their service requirements, and that service hours are used to perform allowable activities.
- POL-103-Managing Member Leave
 - Establishes categories, definitions, and procedures for members' time off.
- POL-104-Managing Teleservice
 - Defines conditions for when a member may serve remotely and procedures for when teleservice is required.
- POL-105-Managing Member Conduct
 - Lists rules of conduct and establishes disciplinary procedures and decision-making authority.
- POL-106-Managing Member Appearance and Use of Service Gear
 - Establishes minimum standards for dress code and use of service gear.
- POL-107-Social Media Usage
 - Establishes rules for social media conduct by service sites and members.
- POL-108-Managing Member Grievance
 - Defines proper procedure for members to resolve disputes.
- POL-109-Managing Member Service-Related Accidents and Injuries
 - Procedures if an accident or injury occurs while member is serving.
- POL-110-Managing Reasonable Accommodation Requests
 - Procedures for providing reasonable accommodations for a member with a disability.
- POL-111-Providing Adequate Supervision of Members
 - Sets minimum standards for quantity and quality of time spent supervising members, including the following:
 - Service Mentor or other designated host site organization staff must be available to respond to urgent questions, concerns, or other Member requests at all times the member is serving.
 - Service Mentors and Members meet in person for at least 30 minutes weekly to review the status of activities, milestones, educational lessons, and any training or development needs.
 - Service Mentors respond to Member requests for information or meetings in a timely manner. Communication via text message is not an appropriate form of communication unless no other form of communication is available.

4. Establish and impart safety guidelines and rules that ensure the wellbeing of AmeriCorps member(s) and participants in their programs or service activities.

- Provide ongoing safety training and supervision for each activity that includes additional risk.
 - Train members on how to properly report a safety hazard
 - Members may be removed temporarily or permanently if unsafe service conditions are identified.
5. Ensure Site has current Drug-Free Workplace and Non-Discrimination Policies.
 6. Ensure Site has AmeriCorps logos and prohibited activities visibly posted as follows:
 - In a prominent location visible to service location staff and customers, Volunteer Tennessee service decal.
 - In member service areas, list of prohibited activities.
 7. If the member uses an organization vehicle or is reimbursed for use of a personal vehicle in the performance of their service duties, require member's proof of valid driver's license and current proof of vehicle insurance. The host site accepts all liability associated with the member driving an organization or personal vehicle in the performance of service activities, and HON strongly recommends appropriate commercial vehicle liability insurance.
 8. Participate in and respond by stated deadlines to requests for the following materials and information:
 - Monthly, quarterly, biannually, and yearly programmatic reports
 - Pre- and post-service capacity building evaluations
 - Member mid-term and final performance evaluations
 - Quarterly service photos
 - HON site visits
 - Volunteer Tennessee board visits, compliance monitoring, and desk reviews
 - Programmatic visits requested by program funding partners, with written notice given to Site
 - Investigations or other information requests, with written notice given to Site.
 9. AmeriCorps members may not accept or solicit monetary or other compensation from your organization above or in addition to their living allowance while serving as a member of the AmeriCorps Program. Sites may provide food, transportation assistance, or other non-cash benefits that are available to all staff or program participants.
 10. Members may not serve in other positions or be under a work, pay, or reimbursement agreement or contract for performing work within the Site while under current HON member service agreement.

11. Members are expected to serve on site. Teleservice should be rare and should be based around appropriate documentation, supervision, and oversight. (See POL-104-Managing Teleservice)
- Members and Service Mentor must complete a Teleservice Plan in accordance with the POL-104-Managing Teleservice Guidelines
 - Teleservice may only occur from Nashville or the member’s local residence during the service term.
 - Members should not serve via teleservice for more than 20% of total service hours.

Section III — Prohibited and Unallowable AmeriCorps Member Activities

There are certain activities — including lobbying, political, religious, or advocacy activities — that AmeriCorps members may not perform in the course of their duties while charging time to the AmeriCorps program, or at the request of Site staff. Furthermore, members and staff may not engage in or conduct in a manner that would associate AmeriCorps or HON’s program with the prohibited activities.

Programs must become familiar with specific provisions described in the Corporation’s formal regulation (45 C.F.R. 2520.65) and the grant provisions. All Site staff who interact with or assign tasks to AmeriCorps members must be informed of prohibited and unallowable activities.

The list of AmeriCorps prohibited activities includes:

1. Attempting to influence legislation
2. Organizing or engaging in protests, petitions, boycotts, or strikes
3. Assisting, promoting, or deterring union organizing
4. Impairing existing contracts for services or collective bargaining agreements
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization
8. Providing a direct benefit to—
 - a. A business organized for profit

- b. A labor union
 - c. A partisan political organization
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative
 - e. An organization engaged in the religious activities described in paragraph C. 7. above, unless AmeriCorps assistance is not used to support those religious activities
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive
 10. Providing abortion services or referrals for receipt of such services
 11. Such other activities as AmeriCorps may prohibit. AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.

Members may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while engaging in any of the above activities on their personal time.

In addition to the prohibited activities set forth in 45 C.F.R. 2520.65, members may not engage in the following unallowable activities described in the AmeriCorps Terms and Conditions and other sections of 45 C.F.R. 2520:

1. Participating in activities that pose a significant safety risk to participants
2. Preparing any part of a grant proposal or performing other fundraising functions to help the program achieve its match/host site investment requirements, or to pay for the Site's general operating expenses. Additionally, members cannot write or support preparation of a grant from AmeriCorps or any other federal agency.
3. Fundraising, unless under the following circumstances: 100% of funds raised provide direct support to a specific activity listed in the Member Service Agreement, fall within the program's approved objectives, are not the primary activity of the program, and do not exceed 10% of the total hours served for any member

All locations where members serve must post a list of the prohibited activities. Federal funding for AmeriCorps members is approved with the understanding that member service is directly supporting AmeriCorps objectives. Participating in prohibited activities will result in the disallowance of member hours and subsequent requirement to make up those hours to reach service requirements. Repeated participation in prohibited or unallowable activities, or any instruction to AmeriCorps members to falsify timesheets to avoid

including prohibited or unallowable activities, may result in disciplinary action, up to and including the removal of AmeriCorps member(s) from the service site.

Section IV — Supervision & Experience of AmeriCorps Member(s)

Sites Will:

- Encourage and support all hosted members in successfully completing a full term of service.
- Identify a Service Mentor, and a Site Coordinator, when more than one member is serving at a site. The Service Mentor will approve member timesheets. The Site Coordinator will serve as backup support and will also be the key contact for HON.
- In the event of a change in Service Mentor or Site Coordinator, Sites must:
 - Inform HON of the change within 10 days of learning that a change will occur and no later than the date of the change.
 - Provide a new permanent service mentor within one month, and an interim service mentor for any period in between.
 - Ensure that timesheets are completed in a timely manner, and do not allow team members to sign time sheets on behalf of a previous service mentor.
 - Work with the member and the AmeriCorps Program Manager to complete a Member Service Agreement amendment.
 - Provide transitional supervision and support to affected members.
 - The new Service Mentor must meet with the AmeriCorps Program Manager to review HON AmeriCorps Policies and Procedures before they begin their supervisory duties with the Member.
- Prior to facilitating member service, mentors must attend a training outlining their AmeriCorps duties. In addition, they must review this GRANT AGREEMENT, the Member Service Agreement for each member that they mentor, Terms and Conditions, and program policies.
- Service Mentors must attend pre-service Supervisor Trainings, monthly site visits during the first quarter of service, quarterly site visits for the remainder of the service term, and quarterly Site meetings, as well as other trainings or events deemed mandatory by HON throughout the program year.
 - Advance information will be provided.
 - Site visits may be conducted virtually, after the initial visit and where members have not reported any challenges.

- Sites that do not fully participate in trainings, check-ins, and site visits may not be awarded members in future years. Refusal to participate when challenges are reported by members may result in member removal from the site.
- Host sites must recognize and support the distinct roles and responsibilities of the member(s) as outlined in the Member Service Agreement.
 - Service activities and projects must expand or enhance the organization's capacity to serve the community, not simply sustain a service or activity of the organization. Member activities should be primarily focused on community and volunteer engagement activities for the programs that members serve.
 - In addition to the AmeriCorps limits on fundraising and training, HON requires that no more than 10% of the term may be spent in direct service or other activities that help a member learn about the volunteer or community engagement experience.
 - Changes in service mentor, service location, or schedule require an amended position description. If HON becomes aware of any change without prior approval, it may result in the removal of the member from the Site.
 - Administrative and/or operational duties (janitorial, maintenance, facilities, etc.) that are directly related to and necessary to reach the member's service goals will be allowed. Administrative and/or operational duties that support general organizational goals are not permitted.
 - Sites must ensure that members do not participate in any activities which are prohibited or unallowable under AmeriCorps regulations and guidance. (See Section III for Prohibited and Unallowable Activities.)
 - Sites must ensure that service activities do not displace, duplicate, or supplant employees or volunteers. The site may not assign roles to AmeriCorps members that have regularly been part of a staff or volunteer's duties. This includes acting as a substitute in any role or duties for site staff who are out on short-term or long-term leave, including lunch breaks.
 - If site employees are (i) engaged in the same or substantially similar work as that proposed to be carried out by AmeriCorps members, and (ii) represented by a labor union, the site must obtain a written concurrence from the labor union. If there are (i) employees in the area who are engaged in the same or similar work as that proposed to be carried by AmeriCorps members and (ii) those employees are represented by a labor union, then the site must contact the labor union and notify them of member activities.
- Service Mentors must approve all member electronic timesheets in America Learns no later than five business days after the end of each bi-weekly payroll period (Wednesday).

- Service Mentors ensure accuracy of member's service hours:
 - Monitor AmeriCorps member(s) service hours to ensure that the member is serving the average number of required hours and is on track to achieve hour requirements before the completion of the term.
 - Monitor digital timesheets for accuracy and to ensure members do not exceed the percentage of time allowed in training (20%), fundraising (10%), or direct service and related activities (10%).
 - No hours can be earned for participating in fundraising activities that support the Site's general operating budget or non-AmeriCorps-related programs, including mailers, special events, digital campaigns, or other fundraising that is not specific to the member's service activities. If an event includes both program-related and fundraising components, members may only assist with program activities.
 - Out-of-state service or training must be pre-approved.
 - No hours or training can be performed prior to the first day of the term of service.
 - No hours can be performed after the last day of the term of service unless prior arrangements have been made to help a member reach the required hours of service.
 - Members must receive adequate breaks. Members should take a lunch break of at least 30 minutes daily if serving at least 6 consecutive hours per day.
 - Lunch should be recorded on the member's time sheet and does not count toward the completion of service hours.
 - Supervisors are responsible for ensuring that members include lunch on each day's timesheet (or, on rare occasions, that members note why lunch was not feasible).
 - Working lunches, such as lunch and learns or team lunches, count toward service hours and should be noted on the timesheet.
 - Consistent failure to take and record a mid-day break may result in site or member discipline.
- Assist HON in recruiting candidates, including:
 - Promoting open positions through the Site's newsletter, website, social media, and informal networks.
 - Accepting HON's member placement of a candidate
- Orient AmeriCorps member(s) to the host organization; the service location; community demographics and client needs; and the program they will build capacity for.
- Introduce AmeriCorps member(s) to Site staff and include member(s) in appropriate organization

functions. Orient Site staff to the member's duties, as well as the differences between AmeriCorps members, volunteers, interns, staff.

- Inform AmeriCorps member(s) about your organization's rules of conduct and appropriate behavior, including procedures for communicating service hours and absences. Provide member(s) with policy manuals and/or handbooks and include your organizational chart.
- Discuss technology policies with the members, including any prohibitions against accessing web content or any restrictions on internal documents that may be available via a shared drive.
- Communicate to members about expected hours, including any weekend and evening service activities. Evening and weekend service expectations should be clearly indicated during the initial member and Service Mentor meeting and onboarding processes and scheduled far enough in advance to accommodate members' job, school, or personal obligations. Where nonstandard hours are required, sites must ensure members receive adequate time for rest.
- If the service location has closures (e.g. snow days, spring break, etc.) throughout the year, incorporate plans for remote service during an emergency closure or alternate service activities to replace hours during planned closures.
- Ensure member(s) are aware of safety measures and emergency procedures of the Site and each service environment.
- Ensure members have access to AmeriCorps program documents, to include but not be limited to Member Service Agreement, GRANT AGREEMENT, policies, etc.
- Provide appropriate tools and equipment for the member(s) to perform service and to communicate with the AmeriCorps Program. This includes daily time for email review to ensure that requests from program staff are received in a timely manner.
- Follow AmeriCorps member discipline procedures as outlined in the Member Service Agreement and POL-105.
 - Communicate within one business day with the HON AmeriCorps Program Manager regarding AmeriCorps member attendance, performance issues or other program concerns.
 - Document all corrective conversations and provide evidence of warning by completing the AmeriCorps Member Warning Notice Form and sending to the AmeriCorps Program Manager. If concerns are not documented in a timely manner, we will not be able to include them in disciplinary action for future violations.
 - Members may only be released in accordance with the policies and procedures outlined in the Member Service Agreement.

- For egregious policy violations, members may be sent home for the remainder of the day, pending appropriate disciplinary action determined in conjunction with the AmeriCorps Program Manager. Release may not be discussed with any member prior to receiving authorization from the AmeriCorps Program Manager.
- If a member indicates the intent to leave his or her service early, the Site will:
 - Notify HON immediately if signs arise that the member may consider leaving the program prior to completion.
 - Troubleshoot reasons for potential exit with member and HON staff in effort to retain member.
 - If the Member still decides to terminate service early, then work with the member and HON to complete all required exit documentation prior to the member leaving service.
- Sites may not extend an offer of employment to any member, if that employment would begin prior to the member completing the required hours of service.

Section V — Performance Measures and Reporting

1. HON will utilize America Learns to collect service-activity data and will collect pre/post-tests, impact data, and feedback through Microsoft Forms. While each site has its own data collection protocols, members and host sites will work together to create a data management plan for the service term.
2. Sites will work with members to create a Data Management Plan that indicates where members will obtain reporting data.
3. Service mentors will support and verify submission of monthly reports as defined in the Performance Measure Plan and Strategy documents and the AmeriCorps member’s position description. Data to be tracked includes:
 - a. Number of volunteers recruited or managed by members
 - b. Number of hours served by volunteers recruited or managed by members
 - c. Number of individuals affected by disasters served by members
 - d. Number of individuals assisted in preparing for disaster served by members
 - e. Number of children and youth served by members
 - f. Number of individuals receiving job placement or training via members
 - g. Number of individuals receiving independent living services from members

- h. Number of veterans served by members
 - i. Number of veteran family members served by members
 - j. Number of active-duty military members served by members
 - k. Number of military family members served by members
 - l. Number of individuals receiving opioid/drug intervention services
 - m. Number of acres of public land supported
4. If data sources are external to the Site, the Site will ensure that appropriate/ required data sharing agreements are in place with those data sources, so that member activities and impact can be captured.
 5. Site will support the AmeriCorps member(s) in reaching performance goals for volunteer recruitment and training.
 6. Service mentors will submit original, signed performance evaluations of the AmeriCorps member twice during the service term. HON will provide guidance, including forms and due dates.
 7. Service mentors will respond to all surveys evaluating Site capacity, including efficiency, effectiveness, and program reach. Sites will return reporting-related surveys in a timely manner, and ensure that member surveys are completed on time, as well.
 8. Sites will provide additional performance and program information as requested by HON throughout the year. This could include response to program impact evaluation surveys, interviews, request for materials, etc.
 9. The site will support HON program evaluation by working with external program evaluators as required.

Section VI — Career Development/Training

1. Supervisors will provide adequate training to ensure members are prepared for their service roles and responsibilities.
 - Supervisors will work with members to complete a Member and Service Mentor Action Plan during the first 4 weeks of the term of service.
 - Host Sites will follow the member orientation checklist provided.

- No more than 20% of members' total service hours may be spent in training. Because professional development is provided by HON and its partners, project sites should not exceed 5% of total service hours in training.
2. Supervisors will provide oversight on the AmeriCorps member's progress toward the Member Development Plan. Training dates will be provided in advance, and supervisors are expected to work with members to promote full attendance. All members must be given time away from regular service activities to participate in:
 - a. Community outreach and volunteer leadership trainings*
 - b. MLK Day of Service
 - c. Disaster Preparedness Training*
 - d. Statewide service activities
 - e. Up to three local service projects
 - f. Tennessee Conference on Volunteerism and Service Learning, if selected
 - g. Life After AmeriCorps training
 - h. Additional trainings or activities required by HON with a one-month notice

* Required to successfully complete a term of service.

3. Sites will help members utilize new and existing skills within the organization and encourage general growth and development.
4. Supervisors will engage with members around MLK Day of Service planning, promotion, and event management to ensure sufficient support to create a positive volunteer experience.
5. Sites will recognize member input as valuable and give thoughtful consideration and appropriate feedback to member suggestions for organizational development.
6. Supervisors will submit all requests for approval of out-of-state training for the member to HON at least two weeks in advance of the training.

Section VII — Sustainability

1. The AmeriCorps role must support an organizational project or program that contributes to the long-term goals of the organization, and the organization must be committed to the sustaining the project/program.
2. The project/program must be designed to yield results beyond the AmeriCorps member's term of

service.

3. The AmeriCorps member's position is to enhance or expand an organization's services to its clients or participants through the project where the AmeriCorps member(s) will be placed, not to maintain existing programs or supplant staff.

Section VIII — Communications

1. Service mentors will ensure AmeriCorps member(s) wear visible AmeriCorps-branded gear every day while serving. Members will be provided with shirts and hats with the AmeriCorps logo to wear. If you wish for the members to wear site-branded gear on a regular basis, members may pair AmeriCorps gear with Site apparel or Sites may request an AmeriCorps iron-on patch for \$5 each to add the AmeriCorps logo on the sleeve of host site branded gear. (See POL-106-Managing Member Appearance and Use of Service Gear.)
2. When communicating with customers, stakeholders, legislative representatives, or media about the program a HON AmeriCorps member is serving in, the Site and any member service location will identify the roles of both Hands On Nashville and AmeriCorps in the project. For example: "As part of the Hands On Nashville AmeriCorps Program, members serving at Shower the People are providing laundry services for our neighbors without housing."
3. Sites should showcase AmeriCorps members using photos that convey impact and branding, including the "A" logo. Tag #AmeriCorps, #HONAmeriCorps, @americorps, and @HONashville in member-related social media posts.
4. Sites should notify HON of impending scheduled events or activities that may warrant media support and follow HON guidance for media relations and interactions, including releases for all pictures.
5. Sites must notify HON of impending visits by stakeholders such as representatives of the Legislature or Congress to program locations where members will be engaged in service activities.
6. Sites will submit copies of written or electronic articles that highlight AmeriCorps member(s).

Section IX — Responsibilities of the Hands On Nashville AmeriCorps Program

Hands On Nashville agrees to:

1. Apply for AmeriCorps program funding, submit required reports, maintain program compliance, and serve as the primary point of contact for the funder.
2. Provide Sites with training on processes and procedures. This includes ongoing support throughout the

program year as needed. It also includes providing access to all required documents and instructions in a timely manner.

3. Provide program orientation for all AmeriCorps members and supervisors.
4. Provide ongoing technical support to AmeriCorps members and supervisors by telephone and/or email, other technology-assisted approaches as available and accessible, and on-site visits as arranged.
5. Communicate expectations and procedures around AmeriCorps member service and performance.
6. Lead the recruiting and screening process.
7. Ensure all background checks and enrollments are completed on time and in accordance with rules and regulations.
8. Participate in desk reviews and on-site monitoring reviews. Share reports that list findings, concerns, and observations. Provide technical assistance to the organization and AmeriCorps member(s) to complete corrective action.
9. Ensure oversight of electronic timesheets for each AmeriCorps member(s) and maintain the official permanent member file.
10. Process AmeriCorps member living allowance payments.
11. Provide Sites with AmeriCorps logo and Serving Here insignia to display prominently.
12. Provide AmeriCorps member(s) with AmeriCorps-branded service gear. (See POL-106-Managing Member Appearance and Use of Service Gear)
13. Provide AmeriCorps member(s) training and development opportunities through a series of training events.
14. Support members in completing service through regular check-ins, troubleshooting, and guidance.

Section X — Special Terms and Conditions

The federal funding source, AmeriCorps, the agency, designates that all those accepting member positions as a sub-grantee will understand fully and comply with and include in all awards and contracting or agreement process the following Terms and Conditions, Assurances and Certifications as part of the federal granting process:

- Terms and Conditions for AmeriCorps State and National Grants
- AmeriCorps General Terms and Conditions

- Assurances and Certifications

GOVERNING LAW

The laws of Tennessee shall govern the validity, construction, and effect of this GRANT AGREEMENT and any and all extensions and/or modifications. Tennessee law shall govern regardless of any language in any attachment or other document HON may provide. Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

TERMINATION

Site may terminate this GRANT AGREEMENT at any time upon thirty (30) days written notice to HON. Upon termination, HON's sole remedy is to retain SITE's Partnership Investment.

Order of Precedence

In the event of an inconsistency in this GRANT AGREEMENT, unless otherwise provided herein the inconsistency shall be resolved by giving precedence in the following order:

- A. This GRANT AGREEMENT
- B. Applicable Federal and State Statutes and Regulations
- C. Exhibit A, Terms and Conditions for AmeriCorps State and National Grants
- D. Exhibit B, AmeriCorps General Terms and Conditions
- E. Exhibit C, Assurances and Certifications
- F. Those Terms and Conditions as contained in HON's contract with Volunteer Tennessee
- G. Those Terms and Conditions as contained in the Member Service Agreement
- H. Those Terms and Conditions as contained in this Memorandum of Understanding
- I. HON AmeriCorps Program Policies
- J. Site's Policies and Procedures

Site Management Procedures

Prior to making any determination of a violation, HON will request that Sites respond to any complaints by completing an internal investigation within three days and reporting the findings to the AmeriCorps Program Manager. An internal investigations manual will be provided for sites that do not have an existing policy.

In general, if a Site is found to be in violation of AmeriCorps guideline, allowing members to participate in prohibited activities, behaving in an unprofessional manner, engaging in any activity that may be physically or emotionally damaging to the members of the program, or if a Site fails to comply with the guidelines and requirements set forth in this GRANT AGREEMENT, HON will take the following actions:

1. For the Site's first offense, an appropriate program official will issue a verbal warning to relevant program staff, which will be documented in an email to the Site Coordinator.
2. For the Site's second offense, HON will issue a written reprimand and create a corrective action plan and the Site will be considered to be on probationary terms until the corrective action plan is complete.
3. For the third offense, members will be removed from service with the Site.

After any offense, HON may recommend or require training, coaching, or policy development to address the issue.

Where the facts are disputed, the HON AmeriCorps Program Manager and Director of Operations will provide all parties the opportunity to present their point of view and any evidence before taking disciplinary action.

In cases where, during member service, the site has been charged with illegal activities, demonstrated verifiable discriminatory behavior, or participated in any other serious breach that, in the judgment of HON's President and CEO, would undermine the effectiveness of the program, egregious site conduct can warrant immediate release from the program without previous warnings or probationary actions.

This Grant Agreement clarifies the focus and intent of the joint working relationship of mutual support, cooperation and coordination between (Host Site) Metro Arts _____ and the Hands On Nashville AmeriCorps Program.

By signing below, the Site agrees to perform all actions and support all intentions of this Memorandum of Understanding and all terms and conditions of the Exhibits and Attachments.

Site Authorized Signer (With recognized authority to commit the organization to a binding contract)



Daniel Singh
Director, Arts

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kevin Crumbo/mjw

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Tessa V. Ortiz-Marsh

Assistant Metropolitan Attorney

Hands on Nashville authorized signer:

Jann Seymour

Senior Director of Volunteer Engagement

Resolution No. _____

A resolution authorizing the Metropolitan Human Relations Commission ("MHRC") to engage Melody Fowler-Green as appropriate counsel, on an hourly fee basis, to represent the MHRC in connection with a Title VI complaint against the Metropolitan Arts Commission.

WHEREAS, Section 11.20.100.B of the Metropolitan Code of Laws provides the MHRC with the power and duty: "To have the services of attorneys, hearing examiners, clerks and other employees and agents who are metropolitan government employees, except in those cases in which the metropolitan government is a party, and in which case the human relations commission may seek the metropolitan council's approval to engage appropriate counsel"; and,

WHEREAS, the MHRC has requested permission to engage Melody Fowler-Green as appropriate counsel to represent the MHRC in connection with a Title VI complaint filed with the MHRC against the Metropolitan Arts Commission; and,

WHEREAS, the interests of the Metropolitan Government require appropriate counsel to represent the MHRC; and,

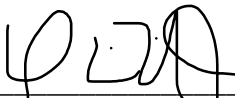
WHEREAS, an hourly rate of \$375.00 per hour (non-profit rate) with a maximum amount of the total engagement not to exceed \$5,625.00 is the most economical means of financing appropriate counsel for the MHRC.

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

Section 1. The MHRC is authorized to employ Melody Fowler-Green as appropriate counsel on an hourly fee basis of \$375.00 per hour to be billed in 1/10th hour increments on a monthly basis and the total amount of the engagement shall not exceed \$5,625.00.


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.


REQUESTING DEPARTMENT:



Davie Tucker Jr.
Executive Director of the MHRC

SPONSORS:







APPROVED AS TO AVAILABILITY OF FUNDS AND AS TO

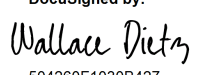
Member(s) of Council

REASONABLENESS OF COMPENSATION
TO APPROPRIATE COUNSEL:



Kevin Crumbo
Director of Finance 

APPROVED AS TO FORM AND LEGALITY
AND AS TO THE REASONABLENESS OF
COMPENSATION TO APPROPRIATE
COUNSEL

DocuSigned by:


504260F1030B427...
Wallace Dietz
Director of Law

January 19, 2024

To: Metropolitan Council Office
Attention: Margaret Darby
One Public Square, Suite 204
Nashville, TN 37219

From: Metropolitan Human Relations Commission
150 2nd Avenue North
Nashville, TN 37201

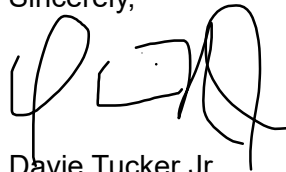
Subject: Late Filing Request for a Resolution Authorizing the Metropolitan Human Relations Commission ("MHRC") to Engage Appropriate Counsel to Represent the MHRC

The MHRC is seeking approval for a late filing for a resolution to authorize the MHRC to engage Melody Fowler-Green as appropriate counsel, on an hourly fee basis, to represent the MHRC in connection with a Title VI complaint against the Metropolitan Arts Commission.

As you are well aware, a Title VI complaint was filed by several individuals and local arts organizations against the Metro Arts Commission and the Metro Legal Department, alleging discriminatory practices in the allocation and distribution of grant funds. We are in the final stages of our process and need appropriate counsel to assist us in the answering of pertinent questions relevant to our findings and the completion of the report.

MHRC understands the Council's rules about late filed resolutions and would not seek this exception if we did not feel time is of the essence not only for the complainants, but also the public interest in this issue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Davie Tucker Jr.', written over a white rectangular area.

Davie Tucker Jr.
Executive Director
Metropolitan Human Relations Commission

AMENDMENT NO ____
TO
ORDINANCE NO. BL2023-136

Madam President –

I hereby move to amend Ordinance No. BL2023-136 by amending Section 1 as follows:

Section 1. That Section 6.28.035 of the Metropolitan Code of Laws is hereby amended by adding the following as a new Subsection H:

H. When deciding appeals from decisions made by the zoning administrator based on evidence presented to the Board, the Board shall determine whether the appellant has shown by a preponderance of the evidence that the zoning administrator is in error or acted arbitrarily. If the Board finds that the zoning administrator did not act in error or arbitrarily, it may modify the penalty in whole or in part upon consideration of the following factors:

1. Intent. Whether the appellant did knowingly commit a wrongful act under this code.
2. Injury to the Neighboring Residents and Properties. Whether the granting of relief will be injurious to other properties or residents in the area.
3. Undue Hardship. Whether the failure to grant relief would result in exceptional practical difficulties or undue hardship upon the appellant. However, any such hardship or difficulty shall not be self-imposed, created by the actions of any person having an interest in the property.
4. Remedial Action. Whether the appellant has corrected or abated a wrongful activity or condition upon being notified by the zoning administrator of the applicable law.
45. Furtherance of Public Policy. Whether the granting of relief will substantially impair the intent and purpose of the code.

SPONSORED BY:

Rollin Horton
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-137

Madam President –

I hereby move to amend Section 1 of Ordinance No. BL2023-137 as follows:

Section 1. That Title 13 of the Metropolitan Code of Laws is hereby amended by adding the following new chapter immediately following Chapter 13.20:

Chapter 13.21 Nashville Department of Transportation Participation Agreements ~~with Developers.~~

Section 13.21.010 – Definitions

The following definitions shall apply to this chapter:

“Developer” means any person or legal entity which undertakes development of real estate.

“Participation agreement” means an agreement whereby a developer agrees to undertake or fund, in whole or in part, the installation, operation, or maintenance of infrastructure projects and structures within the public right-of-way.

Section 13.21.040~~20~~- Participation Agreements with Developers.

Participation agreements between the Nashville Department of Transportation and Multimodal Infrastructure and developers may be approved by the metropolitan council by resolution.

~~The metropolitan council may approve participation agreements for the installation, operation, and maintenance of infrastructure projects and public right-of-way structures, between the Nashville Department of Transportation and Multimodal Infrastructure (NDOT) and developers, by resolution.~~

~~This would facilitate both agreements where a developer agrees to be partially reimbursed by NDOT in exchange for taking on a larger project in the public right-of-way than the developer otherwise would for its own purposes, in order to add elements to that project NDOT believes would serve the public interest, and agreements where a developer agrees to partially fund the cost of a public capital project that will also benefit the developer’s development, and would also allow NDOT to accept such funding contributions.~~

SPONSORED BY:

Quin Evans Segall
Sean Parker
Members of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-2

Madam President –

I hereby move to amend Ordinance No. BL2023-2 by replacing the agreement referenced in the ordinance with the agreement attached to this amendment, marked as Exhibit A.

SPONSORED BY:

Courtney Johnston
Member of Council

MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, THROUGH THE OFFICE OF EMERGENCY MANAGEMENT, THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, AND UNITED WAY OF GREATER NASHVILLE

This Memorandum of Understanding is made by and between The Community Foundation of Middle Tennessee (“CFMT”), the United Way of Greater Nashville (“United Way”), and the Metro Nashville & Davidson County Office of Emergency Management (“OEM”). OEM has asked CFMT and United Way to serve as the named organizations in the Metro Nashville Comprehensive Emergency Management Plan (“CEMP”) identified to receive monetary donations during activated disasters in Davidson County. This Memorandum of Understanding is intended to provide clarity in the activities and collaboration of CFMT and United Way with OEM, and to ensure the donated funds are maximized to support disaster recovery efforts. The following agreement represents the joint understanding of OEM, CFMT, and United Way with respect to the administration of the funds, communication between the organizations, and the appointment and operations of the advisory committee that oversees distributions of disaster funds.

It is AGREED:

A. OEM will:

1. During an Emergency Activation, OEM will notify the Emergency Services Coordinator (“ESC”) for CFMT and United Way of the disaster activation and advise the ESC of their role in the Emergency Operations Center (“EOC”). If the activation scenario does not warrant the ESC to report to the EOC, OEM will brief CFMT and United Way about the nature of the necessary response.
2. Use best efforts to make a fundraising activation decision within 24-hours and notify CFMT and United Way. A written notification will be delivered to the ESCs for CFMT and United Way within 7 days. This document is to be signed by the Director of OEM, or their designee, the ESC of the agency being activated, and the Mayor, or their designee. All parties will receive a copy of the executed document. For clarification purposes, email may serve as written notification and acknowledgements with electronic signatures may serve as signatures.
3. Provide access to the EOC for all individuals who are designated ESCs. Provide a brief EOC orientation and tour to these ESCs to answer key questions about their war room roles.
4. Provide CFMT and United Way with the appropriate metrics for tracking manpower, equipment, volunteer hours, and services during a declared incident. Integrate results from United Way and CFMT into the overall disaster declaration report for the Mayor and other officials as necessary.
5. Notify CFMT and United Way of all appropriate internal training opportunities for their staff and non-OEM training opportunities available through various state/federal agencies. Include CFMT and United Way in the planning and execution of exercises or drills that test EOC war room activation.
6. Designate an OEM representative to serve on the Nashville Responds Disaster Advisory Committee to assist with the development of grant-making priorities pursuant to each specific disaster.

7. Notify and include representatives from CFMT and United Way in any activation of an Unmet Needs or Long-Term Recovery Committee and ensure that the discussion of cash/grant needs is prominent in the framing of unmet needs.
8. Create a security/safety management plan for monetary donations operations, in coordination with local law enforcement, if needed.
9. Assist in engaging Metro staff support for entry and processing of donation information, as needed.
10. Provide information to CFMT and United Way from the damage and needs assessments (see Information & Planning ESF #5), to help inform fundraising and distribution of monetary donations to the most needed areas.
11. Encourage cash donations and discourage unneeded in-kind goods.
12. Refer Metro Hotline callers who want to make monetary donations to CFMT and/or United Way in accordance with the activation provisions below.
13. Include CFMT and United Way as a recipient of all press releases issued from the Emergency Operations Center.

B. CFMT and United Way will:

1. Serve as the centralized collection agencies for non-designated donations of cash, securities, and credit card donations (hereinafter “monetary donations”) for the purpose of benefitting local disaster survivors through local nonprofit organizations, religious institutions, and entities of government.
2. Provide a staff member to act as the Emergency Services Coordinator (“ESC”), as well as an alternate, to ensure 24-hour availability to the Emergency Operations Center when requested by OEM. Ensure OEM is made aware of any changes to these assigned personnel. Make their background information available to OEM for background check/credentialing.
3. Establish methods and procedures for the receipt of cash, securities, and credit card donations.
4. Establish a communications plan to solicit donations from individuals, corporations, and foundations. Share approach to fundraising and fundraising communications with OEM as soon as plan is ready. Through this plan, provide information to VOAD organizations, community partners, OEM, and the general public, as appropriate.
5. Manage and account for donations, including acknowledging the donations and issuing charitable tax receipts to the donors as appropriate.
6. Direct people who want to volunteer to the Volunteer Center (a/k/a Hands on Nashville).
7. Direct people who want to contribute bulk material goods to The Community Resource Center, and those with smaller goods donations to the appropriate collection site.
8. Develop internal plans and procedures to support the CEMP.
9. Realize constant preparation and training are critical components of this agreement. Ensure that ESC designated employees maintain a basic level of emergency management training and incident oversight training. Comply with any current or future requirements of formal OEM partners related to training and/or professional development. Dedicate staff to support any exercises/drills that test EOC activation.
10. Work with the Mayor of Nashville & Davidson County, or their designee, to develop a Nashville Responds Disaster Advisory Committee, to assist with the development of grant-making priorities pursuant to each specific disaster.

11. Participate in any Long-term Recovery and/or Unmet Needs Committee and act as a Resource, including collecting of beneficiary feedback to gauge impact and address concerns, as may be necessary.
12. Participate fully in any official audit requested by Metro regarding monetary donations and distributions from the Nashville Responds Fund, which may include site visits to monitor compliance.
13. Provide to OEM a copy of your COOP (continuity of operations plan).
14. Participate in review/revisions of the CEMP.

C. United Way will:

1. In addition to collecting monetary donations, United Way will serve as the centralized distribution system for said monetary donations, which will be distributed to benefit local disaster survivors through local nonprofit organizations, religious institutions, and entities of government.
2. Facilitate Nashville Responds Disaster Advisory Committee meetings to evaluate requests for disbursement of disaster funds.
3. Coordinate with its Volunteer Center (“Hands on Nashville”) and 211 to staff donation hotlines.
4. Develop general guidelines on how and when the funds will be distributed, to allow for disbursement of funds for immediate needs but also allow for a portion of the funds to be held for a longer period of time in order to address long-term needs following the disaster.
5. Develop city-wide community partners who can be activated in an Emergency Activation to provide needed services to the city and survivors.
6. Manage the distribution of monetary donations to the community partners and other nonprofit organizations, religious institutions, and entities of government serving survivors based on need. Provide specific and uniform guidelines for accounting and review of financial reporting of these distributions. Use “Charity Tracker” or some other comparable platform to ensure the fair and equitable distribution of funds.
7. Within 30 days of making a disaster fund distribution, publicly post information about the recipients of the funds and the purpose of the distribution and share location of public posting with OEM.
8. Track distribution of monetary donations for reporting to State, Federal, and local agencies, as well as to the public.
9. In grant award agreements, require the funded agency to inform recipients of Nashville Responds Fund benefits that those services/supports were funded through the Nashville Responds Fund. Also require the funded agency to acknowledge funding from the Nashville Responds Fund in its public information such as: websites, newsletters, press releases, and social media.
10. Notify the designated OEM representative of any meetings of the Nashville Responds Disaster Advisory Committee.

D. CFMT will:

1. Establish a policy and procedure to transfer monetary donations to United Way for distribution to benefit local disaster survivors through local non-profit organizations, religious institutions, and entities of government. This includes any remaining funds that are uncommitted from

prior disaster fundraising. In the event that CFMT receives funding for a Davidson County disaster, and it is determined that transferring said funding to United Way for distribution is inappropriate, CFMT will communicate the details to United Way and OEM, and determine how to work together as collaborative funders, ensuring there is no duplication of funding to funding recipients.

2. Be a member of the Nashville Responds Disaster Advisory Committee.

E. OEM, United Way, and CFMT agree:

1. To designate a lead staff person to manage the relationship between the parties.
2. To meet on an annual basis to review this MOU and make improvements to procedures or the overall support function. Any amendments to this MOU will require the agreement of all parties in writing.
3. Include the designated staff representative in meetings, public forums, and other opportunities that will improve the relationship, the fulfillment of the support function, and generally build understanding and good will between the agencies.
4. Update the parties with the names and contact information for staff assigned to this function.
5. The parties to this MOU shall not discriminate on the basis of age, race, sex, color, national origin or disability in hiring and employment practices, or in admission to, access to, or operation of programs, services, and activities.
6. The parties to this MOU agree to comply with all applicable federal, state, and local laws and regulations.
7. CFMT and United Way will provide to OEM a copy of the agency's certificate of liability insurance coverage.
8. CFMT and United Way will indemnify and hold harmless METRO, its officers, agents and employees from any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of its officers, employees, and/or agents, including its sub or independent contractors, in connection with performance of this Memorandum.
9. Nothing herein shall in any way create a partnership or joint venture between the parties or create the relationship of principal and agent. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party.
10. To the extent CFMT and United Way gain access to the Metropolitan Nashville Comprehensive Emergency Management Plan or other contingency plans used by government to respond to acts of terrorism, violence, or other man-made disasters, CFMT and United Way shall treat those plans as confidential and not open for public inspection.
11. Notices and Designation of Agent for Service of Process:

CFMT:
Hal Cato
3421 Belmont Boulevard
Nashville, TN 37215

United Way:
Brian Hassett
250 Venture Circle

Nashville, TN 37228

OEM:

William Swann
2060 15th Avenue South
Nashville, TN 37212

12. This MOU may be terminated by any party at any time, upon sixty days written notice. Metro shall have the right to immediately terminate this MOU with either party for cause, as determined by Metro.
13. Effective Date: This agreement shall not be binding upon the parties until it has been signed and approved by the Metropolitan Council.
14. Term of the Agreement: This MOU shall last no longer than sixty months after the effective date.
15. The parties agree to the Activation policy and procedures and Reporting Requirements outlined in this MOU.

REPORTING REQUIREMENTS

1. Per the CEMP, the disaster fundraising entities are required to provide public reporting within 30 days of distribution of funds, with said reports to be filed with OEM and Metro Finance.
2. CFMT and United Way will work together to develop common public reporting data and format, as agreed upon by Metro Finance department.
3. CFMT and United Way agree to share the data with OEM within the timelines outlined in this section or upon special request.
4. CFMT and United Way will provide Metro, state, or federal agencies, at a minimum, with the following data:
 - a. The total amount of donated funds raised.
 - b. The total amount of donated funds distributed.
 - c. Organizations receiving funds, including the amount and date of said distribution.
 - d. What the recipients of the donated funds did with the funds. This data shall include the demographics and zip codes of the populations served.
 - e. The administrative fees and transactions fees related to these donated funds that have been withheld by CFMT and United Way. Any administrative fees shall be reasonable and established by United Way in advance and approved by Metro Finance in writing. CFMT will only withhold transaction fees (e.g., credit card processing fees).
5. CFMT and United Way will report the data periodically within the following timeframes:
 - a. Within the first 72 hours of an activation.
 - b. Within the first week of an activation.
 - c. Within the first month of an activation.
 - d. Each month thereafter, until Metro has determined that there is no longer an activated disaster.
6. OEM will share this data with Metro Finance, the Metro Council, other necessary Metro officials, and the larger community on a regular basis, not to exceed every 30 days.

7. Penalty for non-compliance with Reporting Requirements: Failure of CFMT or United Way to comply with these reporting requirements shall constitute just cause for Metro to immediately terminate this MOU with the noncompliant party.

THE PARTIES SIGNATURE PAGE

Office of Emergency Management (“OEM”)

Signature: *William Swann*
William Swann (Jan 9, 2024 13:57 CST)

Name and Title: Director Chief of Fire & OEM

Date: Jan 9, 2024

The Community Foundation of Middle Tennessee (the “The Foundation”)

Signature: *Hal Cato*
Hal Cato (Jan 9, 2024 13:47 CST)

Name and Title: Hal Cato, CEO

Date: Jan 9, 2024

United Way of Greater Nashville (“United Way”)

Signature: *Brian Hassett*
Brian Hassett (Jan 10, 2024 08:34 CST)

Name and Title: President and CEO

Date: Jan 10, 2024

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw

Director
Department of Finance

1/10/2024

Date

APPROVED AS TO INSURANCE
REQUIREMENTS:

Balogun Cobb

Director of Insurance
Metropolitan Government

1/10/2024

Date

APPROVED AS TO FORM AND LEGALITY:

Cynthia E. Dross

Assistant Metropolitan Attorney

01/10/2024

Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date











20240104 Draft OEM-UW-CFMT Disaster MOU CLEAN

Final Audit Report

2024-01-10

Created:	2024-01-09
By:	Heidi Mariscal (heidi.mariscal@nashville.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA74Lcin9bBmE04RBJPdGAGnCRXLTwjOAh

"20240104 Draft OEM-UW-CFMT Disaster MOU CLEAN" History

-  Document created by Heidi Mariscal (heidi.mariscal@nashville.gov)
2024-01-09 - 6:46:56 PM GMT- IP address: 170.190.127.194
-  Document emailed to Hal Cato (hal@cfmt.org) for signature
2024-01-09 - 6:50:41 PM GMT
-  Document emailed to Brian Hassett (brian.hassett@unitedwaygn.org) for signature
2024-01-09 - 6:50:41 PM GMT
-  Document emailed to William Swann (william.swann@nashville.gov) for signature
2024-01-09 - 6:50:41 PM GMT
-  Email viewed by William Swann (william.swann@nashville.gov)
2024-01-09 - 6:51:20 PM GMT- IP address: 40.94.28.174
-  Email viewed by Hal Cato (hal@cfmt.org)
2024-01-09 - 7:46:37 PM GMT- IP address: 70.91.119.129
-  Document e-signed by Hal Cato (hal@cfmt.org)
Signature Date: 2024-01-09 - 7:47:04 PM GMT - Time Source: server- IP address: 70.91.119.129
-  Document e-signed by William Swann (william.swann@nashville.gov)
Signature Date: 2024-01-09 - 7:57:36 PM GMT - Time Source: server- IP address: 170.190.198.185
-  Email viewed by Brian Hassett (brian.hassett@unitedwaygn.org)
2024-01-10 - 2:34:12 PM GMT- IP address: 104.47.57.126
-  Document e-signed by Brian Hassett (brian.hassett@unitedwaygn.org)
Signature Date: 2024-01-10 - 2:34:45 PM GMT - Time Source: server- IP address: 12.14.148.114

✔ Agreement completed.

2024-01-10 - 2:34:45 PM GMT

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-105

Madam President –

I hereby move to amend Ordinance No. BL2023-105 by amending Section 4 to add the following conditions:

7. There shall be articulation in the in facades facing 10th Avenue N. and Cheatham Place so as not to produce an extended single plane on either facade. Such articulation should be a minimum of 18 inches deep. Porches are appropriate, including a porch at the corner of 10th Avenue N. and Cheatham Place within the front/side setbacks.
8. Architectural Note “C” in the preliminary SP plans shall be deleted in its entirety and replaced with the following: Building facades facing 10th Avenue N. and Cheatham Place shall be constructed of brick, brick veneers, stone, glass, and cast stone, or materials substantially similar in form and function for 80% of the façade walls. The remaining 20% of facades facing 10th Avenue N. and Cheatham Place as well as the other non-street facing facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, and glass, or materials substantially similar in form and function.

SPONSORED BY:

Jacob Kupin
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-106

Madam President –

I hereby move to amend Ordinance No. BL2023-106 by amending Section 1 to delete the existing material restrictions and replace them with the following:

- Building facades facing 10th Avenue N. and Cheatham Place shall be constructed of brick, brick veneers, stone, glass, and cast stone, or materials substantially similar in form and function for 80% of the façade walls. The remaining 20% of facades facing 10th Avenue N. and Cheatham Place as well as the other non-street facing facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, and glass, or materials substantially similar in form and function.

SPONSORED BY:

Jacob Kupin
Member of Council