



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, JULY 19, 2022**

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Resolution No. _____

A resolution honoring the life of Mr. Vernon Winfrey.

WHEREAS, Vernon Winfrey, known for his popular East Nashville barber shop, as well as having the notoriety of being Oprah Winfrey's father, passed away at age 89 on Friday evening, July 8, 2022, following a short battle with cancer; and

WHEREAS, Mr. Winfrey was for many years a prominent and influential figure in the political, social, and civic lives of many, serving his constituents and his community in numerous capacities, including as friend, mentor, and confidant; and

WHEREAS, Mr. Winfrey worked at his own barbershop, Winfrey Barber & Beauty Shop, for 60 years and he dedicated his life to mentoring and teaching men, both young and old alike, not just about business, but about life itself; and

WHEREAS, in addition to being a successful businessman, Mr. Winfrey served 16 years on the Metropolitan Nashville City Council, from 1975 until 1991, where he played an instrumental role in passing legislation that was beneficial to not only his Councilmanic District 5, but to the entire Nashville community; and

WHEREAS, Mr. Winfrey was a proponent of good, responsible government and he made quite a difference in his community by sponsoring legislation to benefit his constituents, including notable projects and improvements to the Cleveland Park area of his district; and

WHEREAS, on July 4, 2022, Mr. Winfrey's daughter, Oprah, and son, Thomas Walker, celebrated their father with "Vernon Winfrey Appreciation Day", a backyard barbecue held for his family and friends to celebrate his life while he could still receive the joy; and

WHEREAS, it is kind-hearted men like Vernon Winfrey, who in addition to his responsibilities, always made time to serve his community in any needed capacity, and it is only fitting and proper that such a public servant be honored and recognized for his lifetime legacy of service and contributions.

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

Section 1. The Metropolitan Council hereby goes on record as honoring the life of Mr. Vernon Winfrey.

Section 2. 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:

Sharon W. Hurt
Member of Council

Resolution No. _____

A resolution approving a correction to amendment one to a grant from the Tennessee Department of Finance and Administration to the Metropolitan Government, acting by and through the Office of Family Safety, to fund staffing positions to help manage the multi-disciplinary needs of its clients.

WHEREAS, the Metropolitan Government, acting by and through the Office of Family Safety, previously entered into a grant agreement with the Tennessee Department of Finance and Administration to fund staffing positions to help manage the multi-disciplinary needs of its clients approved by RS2020-396; and,

WHEREAS, the parties wish to approve a correction to amendment one (RS2022-1618) of the grant agreement to extend the effective date of the grant to August 1, 2022, a copy of which amendment one is attached hereto; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendment one be approved.

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

Section 1. That the correction to amendment one to the grant by and between the Tennessee Department of Finance and Administration and the Metropolitan Government, acting by and through the Office of Family Safety, to fund staffing positions to help manage the multi-disciplinary needs of its clients, a copy of which amendment one is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

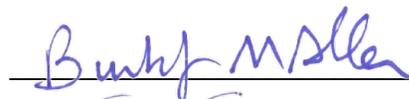
Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

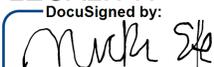

Kelly Flannery, Director
Department of Finance

INTRODUCED BY:





APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:


Assistant Metropolitan Attorney

Member(s) of Council



Metro Office of Family Safety

Dolly Cook, Finance Manager

July 15, 2022

Dear Vice Mayor and Members of the Council,

Re: Amendment to the VOCA Grant:

Office of Family Safety relies on the VOCA grant for salaries for our employees working on the grant. We are not able to bill the state until this amendment is executed. Amendment 1 to the grant that was adopted by council on July 5TH (RS2022-1618) was not received in time for the state to execute the contract therefore, the effective dates had to be changed and the state is needing the resolution back to them by July 26, 2022.

Thank you for helping us keep our government running.

Thank you,

Dolly Cook

Dolly Cook
Finance Manager
Metro Office of Family Safety

GRANT SUMMARY SHEET

Grant Name: VOCA Family Justice Center 20-23 Amend. 1 revised

Department: OFFICE OF FAMILY SAFETY

Grantor: U.S. DEPARTMENT OF JUSTICE

**Pass-Through Grantor
(If applicable):** TENN. DEPT. OF FIN. & ADMIN.

Total Award this Action: \$0.00

Cash Match \$0.00

Department Contact: Diane Lance
862-6031

Status: AMENDMENT

Program Description:

Please note the contract has already been executed. Due to the removal of match, we are required to sign the attached amendment. This grant provides ensures the continued provision of services provided in Nashville's Family Safety Centers (JCAC & FSC) by funding a CCR coordinator, a program manager, and 8 advocates. The revised **Amendment 1 changes the contract start date from 07/11/22 to 08/01/22.**

Plan for continuation of services upon grant expiration:

Historically, VOCA funds are renewed with the state.

5475

B.A. Initials

DS
EF

Grants Tracking Form

Part One

Pre-Application <input type="radio"/> Application <input type="radio"/> Award Acceptance <input type="radio"/> Contract Amendment <input checked="" type="radio"/>				
Department	Dept. No.	Contact	Phone	Fax
OFFICE OF FAMILY SAFETY	51	Diane Lance	862-6031	
Grant Name: VOCA Family Justice Center 20-23 Amend. 1 revised				
Grantor: U.S. DEPARTMENT OF JUSTICE		Other:		
Grant Period From: 07/01/20	<small>(applications only)</small> Anticipated Application Date:			
Grant Period To: 06/30/23	<small>(applications only)</small> Application Deadline:			
Funding Type: FED PASS THRU	Multi-Department Grant <input type="checkbox"/>		If yes, list below.	
Pass-Thru: TENN. DEPT. OF FIN. & ADMIN.	Outside Consultant Project: <input type="checkbox"/>			
Award Type: COMPETITIVE	Total Award: \$0.00			
Status: AMENDMENT	Metro Cash Match: \$0.00			
Metro Category: Est. Prior.	Metro In-Kind Match: \$0.00			
CFDA # 16.575	Is Council approval required? <input type="checkbox"/>			
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>		
Please note the contract has already been executed. Due to the removal of match, we are required to sign the attached amendment. This grant provides ensures the continued provision of services provided in Nashville's Family Safety Centers (JAC & FSC) by funding a CCR coordinator, a program manager, and 8 advocates. The revised Amendment 1 changes the contract start date from 07/11/22 to 08/01/22.				
Plan for continuation of service after expiration of grant/Budgetary Impact:				
Historically, VOCA funds are renewed with the state.				
How is Match Determined?				
Fixed Amount of \$		or		20.0% % of Grant
				Other: <input type="checkbox"/>
Explanation for "Other" means of determining match:				
We will be using volunteer time as the match for the grant.				
For this Metro FY, how much of the required local Metro cash match:				
Is already in department budget?		Fund		Business Unit
Is not budgeted?		Proposed Source of Match:		
(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		29.10%	Indirect Cost of Grant to Metro:	
			\$552,609.00	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow. 0.00%	Ind. Cost Requested from Grantor:	
			\$0.00 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	FY21	\$676,000.00	\$0.00	\$0.00	\$0.00		\$189,000.00	\$676,000.00	\$196,716.00	\$0.00
Yr 2	FY22	\$611,500.00	\$0.00	\$0.00	\$0.00		\$0.00	\$611,500.00	\$177,946.50	
Yr 3	FY23	\$611,500.00	\$0.00	\$0.00	\$0.00		\$0.00	\$611,500.00	\$177,946.50	
Yr 4	FY__									
Yr 5	FY__									
Total		\$1,899,000.00	\$0.00	\$0.00	\$0.00		\$189,000.00	\$1,899,000.00	\$552,609.00	\$0.00
Date Awarded:				07/14/22	Tot. Awarded: \$0.00		Contract#: 41558-1rv			
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

TW



Metro Office of Family Safety

Dolly Cook, Finance Manager

July 15, 2022

Dear Vice Mayor and Members of the Council,

Re: Amendment to the VOCA Grant:

Office of Family Safety relies on the VOCA grant for salaries for our employees working on the grant. We are not able to bill the state until this amendment is executed. Amendment 1 to the grant that was adopted by council on July 5TH (RS2022-1618) was not received in time for the state to execute the contract therefore, the effective dates had to be changed and the state is needing the resolution back to them by July 26, 2022.

Thank you for helping us keep our government running.

Thank you,

Dolly Cook

Dolly Cook
Finance Manager
Metro Office of Family Safety



GRANT AMENDMENT

Agency Tracking # NA	Edison ID 41558	Contract # 41558	Amendment # 1		
Contractor Legal Entity Name Metropolitan Government of Nashville and Davidson County			Edison Vendor ID 4		
Amendment Purpose & Effect(s) Revises Contract Budget and Revises Attachment A					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 6/30/2023			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY21		\$676,000.00			\$676,000.00
FY22		\$611,500.00			\$611,500.00
FY23		\$611,500.00			\$611,500.00
TOTAL:		\$1,899,000.00			\$1,899,000.00
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.			<i>OCR USE</i>		
Speed Chart FA00003247		Account Code County - 71301000			

**AMENDMENT 1
OF GRANT CONTRACT 41558**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added as Grant Contract section E.7.
 - E.7. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
2. The following is added as Grant Contract section E.8.
 - E.8. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
3. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.
4. Grant Contract Attachment A-1 is deleted in its entirety and replaced with the new attachment A-1 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective 8/1/2022. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

GRANTEE SIGNATURE

DATE

John Cooper, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

HOWARD H. ELEY, 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**

Diane Lance
Office of Family Safety

07/15/2022
Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DocuSigned by:
Kelly Flannery
Kelly Flannery, Director of Finance
Department of Finance

7/15/2022
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
Director of Insurance

7/15/2022
Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:
Mark Sk
Metropolitan Attorney

7/15/2022
Date

"See previous page"
John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

ID 2351

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE
OCJP JAG Priority Area

VOCA

Required Information on Authorizing Agency: Name: Metropolitan Government of Nashville and Davidson Federal ID Number (FEIN): 62-0694743 DUNS Number: 078217668 SAM Expiration Date: 3/8/2023 Fiscal Year End Date: June 30	Implementing Agency: Name: Metro Nashville Office of Family Safety Address: 730 2nd Ave South Nashville, TN 37210-2006
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Will You Have Any Subcontracts? No

Project Title: FJC

AUTHORIZED OFFICIAL - Contact Information

(Name, Title, and Complete Mailing Address) John Cooper, Mayor 1 Public Square Suite 100 Nashville, 37201-1646	Phone Number: (615) 862-6015 EXT:	E-Mail Address: diane.treadway@nashville.gov
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PROJECT DIRECTOR - Contact Information

(Name, Title, and Complete Mailing Address) Diane S. Lance, Department Head 730 2nd Ave South Nashville, 37210-2006	Phone Number: (615) 880-3173 EXT:	E-Mail Address: dianelance@jishnashville.gov
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FINANCIAL DIRECTOR - Contact Information

(Name, Title, and Complete Mailing Address) Allison Cantway, Assistant Director of Clie 610 Murfreesboro Pike Nashville, 37210-2006	Phone Number: (615) 880-1159 EXT:	E-Mail Address: AllisonLCantway@jishnashville.gov
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County/Counties Served (Type ALL if Statewide):
 Davidson

U.S. Congressional District(s): 5

Scope of Services/Project Narrative **FY2021**

Name of Project: Victim Service Coordinator (Metropolitan Government Nashville-Davidson County)

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

44% of all crimes against a person reported to police in Nashville are domestic violence offenses (TBI Crime in Tennessee, 2018 report for Nashville-Davidson County). With a national non-report rate of 47%, our domestic violence crime numbers more than double when instances of domestic violence are calculated rather than merely counting the number of domestic violence police reports. (U.S Dept. of Justice, Bureau of Statistics, 2018 National Crime Victimization Survey).

Metro's Office of Family Safety (OFS) work focuses on Nashville's most vulnerable victims, those targeted by predators because of their gender or age such as women, children and the elderly. Many of the victims that OFS VSRs assist at Nashville's Family Justice Centers have suffered ongoing victimization and trauma from egregious offenses such as attempted murder, strangulation, and rape.

For many clients, OFS is the victim's "first-responder" by a Metro entity. For those clients that do not want to involve police (research estimates this percentage at 47%), OFS VSRs assist with urgent safety and medical concerns such as connecting clients to shelter and medical providers to examine head trauma and strangulation injuries. There is no safety net to catch this work in the absence OFS VSRs, OFS VSRs and staff are the safety net.

Because domestic violence, sexual assault, human trafficking, elder and child abuse are such under-reported crimes, an increase in the number of victims seeking services is seen as a positive outcome for victim safety and offender accountability. With the 2014 opening of Nashville's court based Family Justice Center (JCAC) and the 2019 opening of Nashville's community based Family Justice Center (FSC), the growth in client numbers has been dramatic. In 2018 OFS had **6,245 FSC direct advocacy client visits** (2,744) were first time client visits to the court-based Family Safety Center), provided case management to 1 human trafficking victim, and provided domestic and sexual violence education to 81 incarcerated women. Additionally, in 2018 OFS provided supportive services to **1,750 children and support people** who came into the court-based Center.

In 2019, OFS had **7,097 direct advocacy client visits** (3,193 were first time client visits to the Family Safety Centers that year), provided case management to 40 human trafficking victims, and provided domestic and sexual violence education to 118 incarcerated women. This is a **13.6% increase** in client visits from the last year, a **3,900% increase** in the number of human trafficking clients receiving case management, and a **46% increase** in the number of incarcerated women receiving domestic and sexual violence education. Finally, in 2019 OFS provided supportive services to **4,889 children and support people** (a 179% increase).

The corresponding increase in safety efforts is also dramatic. In 2018 OFS VSRs completed 19,854 safety efforts. In 2019, OFS completed 24,328 safety efforts (a 23% increase). Safety efforts include assisting victims with Order of protection petitions, safety planning, danger assessment, smart 911, high risk case follow-up, high risk intervention panel referral, firearms identification form referral, court assistance and accompaniment, volunteer attorney referral,

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 2)

education on the cycle of violence and power and control, education on the severity of strangulation, shelter referral/placement, and Metro Social services referral.

Metro's Office of Family Safety reviews 780 Lethality Assessments (LAP) and Danger Assessments per month. 54% of victims suffer strangulation (increase homicide risk by 7.5x) and 30% have been threatened with or have had a weapon used against them (increasing risk by 20x). Given that most offenders remain on bond for 3 months until their case is heard it is critical that victims have VSRs supporting them with their safety needs. In 2019, domestic violence accounted for 17% of Nashville's overall homicides. Two young children are included in this number.

In addition to impacting the targeted victim, domestic violence affects children in the home, with research showing that 1 in 15 children are exposed to domestic violence, with 90% of those children witnessing the violence first hand. In 2019, **2,018 children** living or recently living in domestic violence households came to one or both of Nashville's Family Justice Centers with their caregiver. Domestic violence in the home is a significant Adverse Childhood Experiences (ACE) factor, with physical and psychological impacts that can last a lifetime.

Nashville has been fortunate to receive VOCA grant funding in order to more fully staff both Family Justice Centers. Eight out of OFS' nineteen Victim Service Coordinators (VSRs) are funded by VOCA grants. Losing nearly half of OFS VSRs would be a severe disruption in business practices and services to clients. The result would be a significant reduction in crisis assistance for victims of interpersonal violence at the court and community based Family Justice Centers.

***The Mayor's proposed budget includes the Assistant Director position previously funded under a VOCA grant. Because there is no guarantee that the Metro Council will approve the funding of this position for FY21's budget, this grant includes two alternative positions. If the Metro Council does not approve the funding for the Assistant Director position, that position will remain VOCA grant funded (see [position descriptions in blue](#)). If the Metro Council does incorporate that position in the Metro budget, this VOCA grant would use those funds to hire a Child Trauma Specialist (see [position descriptions in red](#)). **When the Metro budget is passed, Metro's Office of Family Safety will notify OCJP via email about which of the two alternative positions will be funded by VOCA.** ***

The following are specific problems addressed in this (extension) grant application.

Alternative positions (red vs. blue) below are dependent on final Metro budget decisions (blue = Assistant Director red = Child Trauma Specialist)

Problem 1: If VOCA funded positions are terminated, there will not be enough Victim Service Coordinators (VSRs) to provide victim services at Nashville's two Family Justice Centers. With client numbers continuing to grow, services (safety efforts) would have to be dramatically reduced in order to meet demand.

Problem 2: If VOCA funded positions are terminated, there will not be any VSRs available to assist the trauma needs **of children accompanying an abused parent/caregiver to a Family Justice Center.**

Problem 3: If VOCA funding is terminated, the Assistant Director position will no longer exist. As a result, there would not be an employee to manage the quality and consistency of service

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 3)

provision and data collection and meet the reporting requirements for Tennessee's Office of Criminal Justice Programs (OCJP), Alliance for Hope Affiliation (National Family Justice Center organization), and Performance Metrics required by Metro government as well as manage the onsite partnerships.

Problem 3 (alternative): Metro's Office of Family Safety does not have a dedicated and trained staff member to lead FSC and JCAC child programming.

Problem 4: If VOCA funding is terminated, there will not be enough VSRs to continue OFS' areas specialized advocacy assistance. Those specialties include language fluency, trafficking, children, orders of protection and high risk victim whose offender is on probation.

The following are specific needs/service gaps addressed in this (extension) grant application.

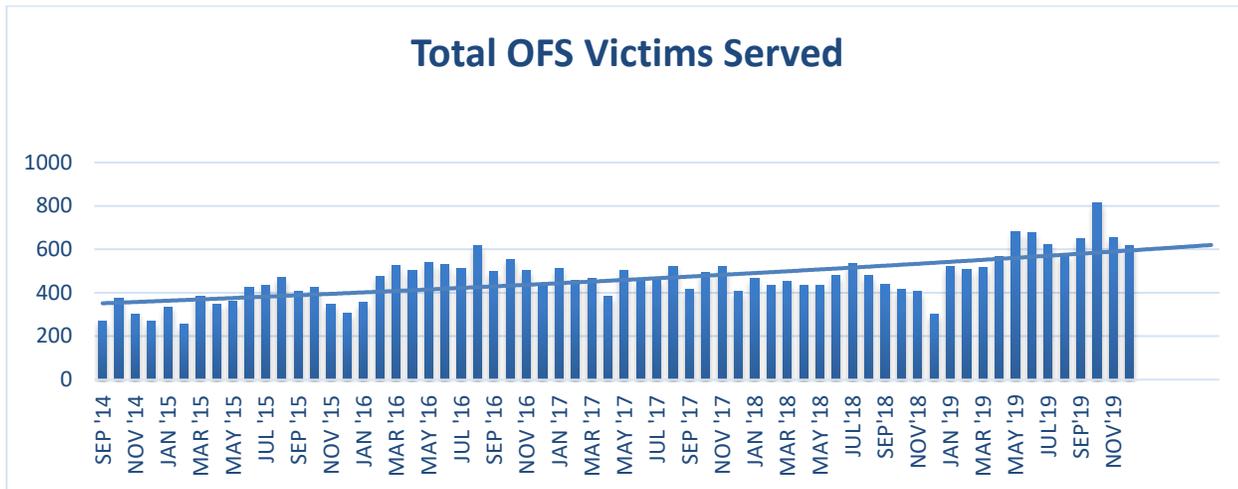
Alternative positions (red vs. blue) below are dependent on final Metro budget decisions (blue = Assistant Director red = Child Trauma Specialist)

Need/Service Gap 1: VSR positions are needed to meet current demand for services at Nashville's Family Justice Centers.

Nashville's two Family Justice Centers provide court and community based victim assistance services to victims of interpersonal violence. Nearly half of the VSRs at these two centers are funded by VOCA grants. Without these positions, Metro's Office of Family Safety and the city's Family Justice Centers would have to dramatically reduce crisis intervention services to clients - including reduction in hours of operation, depth of service provision, and the number of clients that are able to be assisted.

Due to growth in client numbers, more rather than less VSRs are needed to meet the current demand for services. Since opening the court based Center (JCAC) in September 2014 and the community based Center (FSC) in March, 2019 demand for VSR assistance continues to grow. See chart below indicating steady 16% per month increase in Family Justice Center client numbers.

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APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 4)



In 2018 (prior to opening the FSC), the court based Center (JCAC) had 6,341 direct advocacy client visits, provided case management to 1 human trafficking victim, and provided domestic and sexual violence education to 81 incarcerated women. In addition, OFS provided supportive services to 1,750 children and support people. In 2019 (after opening the FSC), OFS had 7,199 FSC direct advocacy client visits, provided case management to 40 human trafficking victims and provided domestic violence and sexual violence education to 118 incarcerated women. In addition, OFS provided supportive services to those accompanying victims to the center, including children, family and friends (4,889) and those receiving counseling from the Metro Nashville Police Department's Family Intervention Program (4,476).

All VSRs (specialists and generalists) are trained to provide the following safety enhancing efforts remotely and on location at both Family Justice Centers and possibly Juvenile Court:

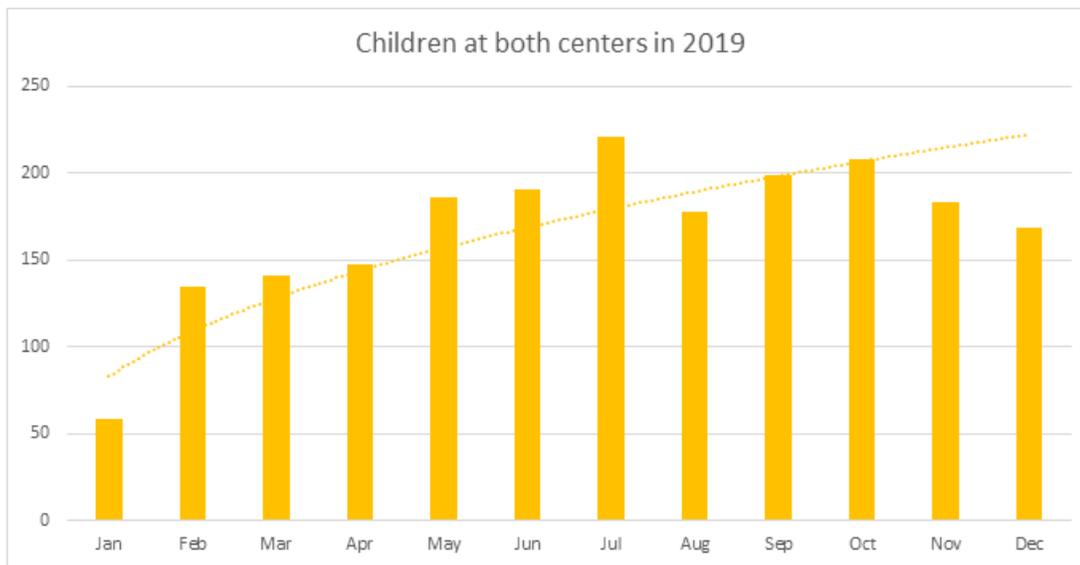
- Order of Protection petitions
- Safety planning
- Danger assessment
- Smart 911 sign-up
- Victims Compensation assistance
- High Risk Case follow-up
- High Risk Intervention Panel referral
- Firearm Identification Form referral
- Court preparation, support and accompaniment
- Volunteer Attorney referral for high risk clients
- Education on the cycle of violence and power and control (including education to female inmates as needed)
- Education on severity of strangulation

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 5)

- Risk alerts regarding LAP/Danger Assessment, strangulation and firearm history
- Follow-up calls, texts and emails (including calls to victims whose offenders are on high risk probation – as needed)
- Case Management
- Resource Connections and referrals (including shelter, civil-legal, adult & child protective services, Metro Social Services, counseling, food, transportation, hygiene products and COVID19 related relief programs)

Need/Service Gap 2: VSRs are needed to assist children accompanying a caregiver in a positive and engaging way.

While we expected children to come to the new community based FSC once it opened, we were not expecting the volume that we received. Since opening the new FSC, OFS has seen a **286% increase in children needing assistance** from OFS VSRs (an increase from 525 children in 2018 to 2,028 children in 2019).



The crime of domestic violence effects children, with research showing that 1 in 15 children are exposed to domestic violence, with 90% of those children witnessing the violence first hand. In 2019, **2,018** Nashville children living or recently living in domestic violence households came to the Family Safety Centers with their caregiver. Domestic violence in the home is a significant Adverse Childhood Experience (ACE) factor, with physical and psychological impacts that can last a lifetime.

Growing up with a “battered mother” (one ACE factor) increases the number of co-occurring adverse child experiences exponentially. 95% of the children living in a domestic violence home experience 1 other ACE, 82% experience 2 other ACEs, 64% experience 3 other ACEs. Only 5% of these children experience no other adverse childhood experiencing. The highest co-occurring ACE with domestic violence is child physical abuse (58%). Child sexual abuse co-occurs at 36%,

ATTACHMENT A
APPLICATION FOR FUNDING
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(Narrative Page 6)

child emotional abuse co-occurs at 31%, child emotional neglect co-occurs at 36% and child physical neglect co-occurs at 28%. Also noteworthy, is that as the number of these types of violent childhood experiences increases (such as violence against the mother), the risk of being a victim or offender of intimate partner violence and abuse also increases (*Insights into Intimate Partner violence from the Adverse Childhood Experiences (ACE) Study*, Robert Anda, MD, MS; Vincent Felitti, MD and the CDC ACE Study Group).

In addition to the risks to children outlined above, children growing up in domestic violence households are also at risk of being killed. 13% of Nashville's domestic violence homicide victims in the last 3 years were children (ages 5, 6, 8, 9, and 13). Of the 14 domestic violence homicides in 2019, 7 children were present during the actual homicides. Both (2) child homicides in 2019 were familicides.

Both Family Safety Centers have spaces for children to play. The community based Family Safety Center's play area is designed and equipped specifically for children who experience chronic and/or severe trauma. Currently, OFS does not have a VSR trained on children in trauma. When a VSR has time to spare between clients they will play with these children but that is not what is needed. These children need a VSR trained in childhood trauma to ensure they receive what research shows children in trauma need, to feel **Safe, Seen, Soothed and Secure**. (Dan Siegal M.D. & Tina Bryson PhD, 2019)

Services for children at the FSC not only benefits the children who receive those services, but assists the adult victim (e.g. the mother) as well. When a child is actively engaged in the playroom, it is more likely that child will stay in the playroom for the duration of the mother's visit. This separation allows the mother to more openly and honestly share information about the history of abuse and avoid distractions or being forced to leave because of a disruptive or needy child. As a result, OFS VSRs are better able to assess the mother's level of risk of being killed by the offender and form a more helpful safety plan and connection to resources. In addition when children enjoy their visit to the FSC, they are more eager to come back. When children are eager to come back, it increases the likelihood that the mother will return and find successful avenues to safety for herself and her children.

These grant funded VSRs would help OFS more consistently reduce the trauma in the children brought to the JCAC or FSC by a caregiver or DCS by,

- Providing basic necessities such as food and water, bathroom,
- Determining if the child wishes to rest, talk or play and locate the best environment for that activity,
- Helping the child feel Safe, Seen, Soothed and Secured throughout the visit,
- If safe to do so and with the parent/guardian's approval, creating a safety plan with the child
- Ensuring the child receives a warm goodbye with positive affirmations.

The goal of these efforts is to reduce the trauma these child clients are experiencing and help build resiliency and learn ways to stay safe.

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Need/Service Gap 3: An Assistant Director of Client Operations is needed to ensure quality of services, data collection/analysis, and successful management of Family Justice Center partner relationships.

The current VOCA funded Assistant Director manages client operations for the community based center (FSC). Without this position, many aspects of Nashville's Family Justice Center work would be lost. A central component of the national model for Family Justice Centers is to increase the accessibility of services that victims need. This is accomplished through formalized partnerships and shared workspace with nonprofit partners. The Assistant Director of Client Operations manages these nonprofit relationships. This work includes onboarding, technical assistance, recognizing training needs, collecting and synthesizing partner data. Assimilating partner data is complicated by the fact that all 12 partner agencies have their own databases and methods for collection. Once the data is collected, this position is responsible for analyzing the varied data sets to discover trends, anomalies, opportunities, and concerns. The Assistant Director is also responsible for the direct supervision of 6 staff members, including VSRs, reception, and volunteer/intern coordinators.

The Office of Family Safety uses an Access database to track client services. Unfortunately, this database is no longer able to handle the number of users. For this reason, this position is also needed to oversee the anticipated acquisition of a new database. The Assistant Director will manage the rollout and training for staff, run daily and monthly data reports, and adjust data fields as needed. Not only the new database be more stable than the current database. With this in place we will be able to more fully measure the work happening within both Family Safety Centers and benefits of this collaborative model.

Quality assurance is also a critical component of this position. The Assistant Director of Client Operations is responsible for ensuring that assistance provided to clients is

- Accessible
- Helpful to their safety needs
- Consistent across centers
- Accessible
- Accurately documented
- Accomplished in a timely manner
- Adaptable in times of a public health crisis

Need/Service Gap 3 (Alternative): A Child Trauma Specialist is needed to create and oversee practices, policies, and procedures for children accompanying an abused caregiver or DCS worker at the FSC and JCAC. While both FJCs have play spaces for children and general policies to ensure child safety, we do not have ingrained practices beyond watching, entertaining, and overseeing children. FSC and JCAC need onsite staff experts to ensure that when children arrive they receive what research shows they need, to feel Safe, Seen, Soothed and Secure. (Dan Siegal M.D. & Tina Bryson PhD, 2019). This position will help transition our services to children from simply "watching or entertaining the kids" to providing meaningful interactions that follow best practices and national standards.

Need/Service Gap 4:

Specialty VSRs and staff are needed at the FSC and JCAC. VOCA funding is needed to maintain the following types of advocacy roles

Community Outreach Specialist (CCR) - The Community Outreach Specialist (CCR) will work intensively with FSC partners and experts within the nonprofit community as needed to assist marginalized victims of interpersonal violence in achieving safety and resource utilization. The position will participate in the FSC outreach and training programs with emphasis on marginalized and underserved populations; specifically immigrant, refugee, and/or LEP communities. This position also assists in the promotion collaboration with the FSC and partner agencies and departments. The CCR Coordinator will perform Navigation and Advocacy as needed to maintain skills, evaluate effectiveness of procedures for LEP individuals and other vulnerable populations, and to enhance understanding of victim experiences to supplement training and outreach efforts.

Navigator – A Navigator will perform many of the introductory functions at the FSC and/or JCAC. The Navigator welcomes all clients to the building, determines their most pressing needs, and connects the client to the top priority service provider. The navigator ensures that the clients (adults and children) are attended to in a timely manner and assists with any communication barriers between service providers and the client. All VSRs can also perform Navigator duties as needed. Navigators can perform all Advocate duties except those involving court preparation and accompaniment.

Assistant Director of Client Operations - An Assistant Director of Client Operations will ensure quality of services, data collection/analysis, and successful management of Family Justice Center partner relationships. In addition the Assistant Director will manage overall FSC/JCAC operations to ensure consistency, accessibility and grant compliance.

Child Trauma Specialist (alternative) – A Child Trauma Specialist will (after trained and with the assistance of collaborative partners) create and oversee best practices, policies, and procedures for children accompanying an abused caregiver or DCS worker at the FSC and JCAC.

Anti-Trafficking Specialist – One VSR will specialize in working with human trafficking victims. The Specialist will provide case management for sex trafficking victims through Nashville’s Cherished Hearts trafficking court program. This Specialist will also provide case management for trafficking victims needing assistance at the FSCs.

VSR with Child Specialty – One VSR will assist in developing of policies and procedures for children arriving to the FSC or JCAC with a caregiver. This position will focus on ensuring those policies and procedures are implemented at the JCAC. This Specialty VSR will also perform all the same responsibilities as a “General VSR.”

VSR with Language Specialty: Two VSRs (at minimum) will be bi-lingual with fluency in Spanish or Farsi. These Specialty VSRs will perform all the same responsibilities as a “General VSR.”

VSR with Order of Protection Specialty One VSR will help identify clients for the Order of Protection hearing, provide court support, and refer high risk clients to volunteer lawyer

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programs. This Specialty VSR will also perform all the same responsibilities as a “General VSR.”

VSR with High Risk Probation Specialty: One VSR will serve as the liaison between probation and those victims whose abusers are on probation and classified as “high risk.” This Specialty VSR will also perform all the same responsibilities as a “General VSR.”

General VSR – One VSR will be a generalist and perform the following safety enhancing efforts:

- Order of Protection petitions
- Safety planning
- Danger assessment
- Smart 911 sign-up
- Victims Compensation assistance
- High Risk Case follow-up
- High Risk Intervention Panel referral
- Firearm Identification Form referral
- Court preparation, support and accompaniment
- Volunteer Attorney referral for high risk clients
- Assist with accompanying children
- Education on the cycle of violence and power and control (including education to female inmates as needed)
- Education on severity of strangulation
- Risk alerts regarding LAP/Danger Assessment, strangulation and firearm history
- Follow-up calls, texts and emails to current and past clients (including calls to victims whose offenders are on high risk probation – as needed)
- Case Management
- Resource Connections and referrals (including shelter, civil-legal, adult & child protective services, and Metro Social Services)

PURPOSE

Alternative positions (red vs. blue) below are dependent on final Metro budget decisions (blue = Assistant Director red = Child Trauma Specialist)

Goal 1: For Metro’s Office of Family Safety to continue to be able to meet the demand for services.

Objective 1:1 For OFS to have sufficient VSRs to assist the growing number of victims needing VSR assistance at Nashville’s two Family Justice Center locations or remotely.

Goal 2: : Increase or maintain the number of safety efforts provided to clients (and the accessibility of those efforts) at the court and community based Family Justice Centers and the number of clients receiving those services (absent a pandemic or natural disaster).

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Objective 2.1: For there to be a sufficient number of VSRs to provide supportive services (safety enhancing efforts) to domestic violence (includes elder abuse and generational violence), sexual assault, and trafficking victims.

Objective 2.2: For those safety efforts to be accessible to individuals with limited English Proficiency, elderly, or living with a disability

Goal 3: To facilitate best practices in child interactions with children at the FSC and JCAC.

Objective 3.1: To increase feelings of safety in children by helping them feel Safe, Seen, Soothed and Secure.

Goal 4: To have sufficient staffing resources to meet the data reporting requirements for Tennessee's Office of Criminal Justice Programs (OCJP), Alliance for Hope Family Justice Center Affiliation, and Performance Metrics required by Metro government.

Objective 4.1: For VOCA funded staff to assist inputting and gathering Family Justice Center client service data for quality assurance, program advancement, and data requirement needs.

Objective 4.2: For Assistant Director of Client Operations to manage all data collection/analysis and submissions

Goal 5: To have sufficient staffing resources to manage multi-disciplinary needs of clients and internal partnerships.

Objective 5.1: For the Navigator and other designated staff to promote seamless service provision between service providers, positive communication, and victim centered experiences.

Objective 5.2: For Assistant Director of Client Operations to manage all MOU partnerships within the Family Safety Center.

Goal 6: To have sufficient staffing resources to manage the acquisition, launch, and maintenance of a new client database and ability to work remotely for client convenience and public health requirements.

Objective 6.1 For the Assistant Director to manage the database, data points collected, users, and remote work technology in a manner that is successful for clients, staff and partners.

Goal 6 (alternative): For the FSC and JCAC to follow best practices, policies, and procedures for children accompanying an abused caregiver or DCS worker.

Objective 6.1 (alternative): For the trained Child Trauma Specialist (working collaboratively with professional partners) to create and oversee best practices, policies,

and procedures for children accompanying an abused caregiver or DCS worker at the FSC and JCAC.

ACTIVITIES

Alternative positions (red vs. blue) below are dependent on final Metro budget decisions (blue = Assistant Director red = Child Trauma Specialist)

Goal 1: For Metro's Office of Family Safety to continue to be able to meet the demand for services.

Objective 1: For OFS to have sufficient VSRs to assist the growing number of victims needing assistance at Nashville's two Family Justice Centers.

Activity 1:1

- Replace open positions quickly as they come available at both FJCs

Activity 1:2

- Train all new employees and keep current VOCA employee training current

Goal 2: Increase or maintain the number of safety efforts (and increase the accessibility of those efforts) provided to clients at the court and community based Family Justice Centers and the number of clients receiving those services (absent a pandemic or natural disaster).

Objective 2.1: For there to be a sufficient number of VSRs to provide supportive services (safety enhancing efforts) to domestic violence (includes elder abuse and generational violence), sexual assault, and trafficking victims.

Activity 2.1: Primary safety enhancing efforts provided by VSRs for clients who are victims of domestic violence, sexual assault, trafficking, and elder abuse include

- Order of Protection petitions
- Safety planning
- Danger assessment
- Intake/needs assessment
- Smart 911 sign-up
- Victims compensation assistance
- High risk case follow-up
- Victim support when offender on High risk probation
- High risk intervention panel referral
- Firearm identification Form referral
- Court preparation, support and accompaniment,
- Volunteer attorney referral for civil-legal assistance
- Education on the cycle of violence and power and control, strangulation, and high risk (including education to female inmates as needed)
- Order of protection assistance and victim advocacy at juvenile court as needed and when feasible 022

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- Support and educational groups – victims support group, survivor group (Voices), and female inmate education (RISE).
- Risk alerts regarding LAP/Danger Assessment, strangulation and firearm history
- Follow-up calls, texts, and emails (including calls to victims whose offenders are on high risk probation – as needed)
- Case management – emphasis on trafficking victims
- Resource connections and referrals (including shelter, civil-legal, adult & child protective services, and Metro Social Services)
- Child oriented supportive and safety enhancing services
- Manage the LEP Coordinator position in creation of an Accessibility Plan and its implementation

Objective 2.2: For safety efforts to be accessible to individuals with limited English Proficiency, elderly, or living with a disability and outreach efforts to continue

Activity 2.1: Assist LEP Coordinator in implementing an Accessibility Assessment of the FSC & JCAC

Activity 2.2: Assist LEP Coordinator in creating and implementing an Accessibility plan for the FSC & JCAC

Activity 2.3: Revise outreach plan for next two fiscal years

Goal 3: To facilitate best practices in child interactions with children at the FSC and JCAC

Objective 3.1: For staff to follow best practices, policies and procedures when interacting with children at the FSC & JCAC

Activity 3.1: For Child Specialist Staff to meet OCJP training requirements on childhood trauma and interacting with children in trauma

Activity 3.2: For child specialist staff participate in a FSC committee of child trauma experts to help guide the policies, procedures and practices for children at the FSC and JCAC accompanying a caregiver or DCS worker

Activity 3.3: For child specialist staff to assist in finalizing, implementing and overseeing policies, procedures and practices for children at the FSC and JCAC

Goal 4: To have sufficient staffing resources to meet the data reporting requirements for Tennessee's Office of Criminal Justice Programs (OCJP), Alliance for Hope Family Justice Center Affiliation, and Performance Metrics required by Metro government.

Objective 4:1: For VOCA funded staff to assist inputting and gathering Family Justice Center client service data for quality assurance, program advancement, and data requirement needs.

Activity 4.1: For staff to input all data points needed in OFS' current Access database or any future database provider contracted with OFS. Data points include but are not limited to:

- Demographics
- Victimization types
- Client needs
- Safety enhancing efforts (including follow-up)
- Client satisfaction
- Client return visits
- Training needs

Objective 4:2: For Assistant Director of Client Operations to manage all data collection/analysis and submissions

Activity 4.2: For the Assistant Director of Client Operations to compile and submit all data reports needed for the following:

- OFS Quarterly Advisory Committee Meetings
- Alliance for Hope affiliate reporting requirements
- OCJP grant and Family Justice Center reporting requirements
- Nashville Mayor's Office monthly performance metric reporting requirements

Goal 5: To have sufficient staffing resources to manage multi-disciplinary needs of clients and internal partnerships.

Objective 5:1: For the Navigator and other designated staff to promote seamless service provision between service providers, positive communication, and victim centered experiences.

Activity 5:1: For the Navigator to assist with the following priorities:

- Greet and welcome clients
- Introduce clients to services provided
- Prioritize client's stated needs
- Connect client to first FSC or JCAC service provider
- Orient client to building amenities
- Alert appropriate staff if there are accompanying children
- Assist with any child safety and support needs
- Assist in preparation for all multi-disciplinary team meetings, trainings and outreach efforts
- Assist with data gathering and compilation
- Help ensure efforts are not duplicated to increase efficiency for clients

- Support seamless communication between Centers and with FJC partners

Objective 5:2: For Assistant Director of Client Operations to manage all MOU partnerships within the Family Safety Center.

Activity 5:1: For the Assistant Director of Client Operations to manage the following

- Ensure all MOUs are current and up to date
- Onboard new MOU partners
- Manage day-to-day of MOU partnerships
- Lead minimum of quarterly meeting with onsite MOU partners
- Provide monthly opportunities for partner relationship building
- Oversee OFS' internship program
- Manage issues and concerns that arise with partners regarding building policies, procedures, protocols
- Manage the physical facility and its ability to meet the needs of clients and partners

Goal 6: To have sufficient staffing resources to manage the acquisition, launch, and maintenance of a new client database and ability to work remotely for client convenience and public health requirements.

Objective 6:1: For the Assistant Director to manage the database, data points collected, users, and remote work technology in a manner that is successful for clients, staff and partners.

Activity 6.1:

- Liaison with database provider to build a system that meets the needs of both Family Justice Centers
- Adjust database to meet Department's ongoing needs
- Provide opportunity for partners to use the database while ensuring confidentiality
- Create monthly and annual data reports
- Troubleshoot, develop and manage remote advocacy capability with clients and partners

Goal 6 (alternative): For the FSC and JCAC to follow best practices, policies, and procedures for children accompanying an abused caregiver or DCS worker at FSC and JCAC.

Objective 6.1 (alternative): For the trained Child Trauma Specialist (working collaboratively with professional partners) to create and oversee best practices, policies, and procedures for children accompanying an abused caregiver or DCS worker at the FSC and JCAC.

Activity 6.1 (alternative): For Child Trauma Specialist to meet OCJP training requirements on childhood trauma and interacting with children in trauma

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Activity 6.2 (alternative): For Child Trauma Specialist to form and lead a FSC committee of child trauma experts to help guide the policies, procedures and practices for children at the FSC and JCAC accompanying a caregiver or DCS worker

Activity 6.3 (alternative): For Child Trauma Specialist to finalize, implement and oversee policies, procedures and practices for children at the FSC and JCAC

IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES

Activity/ Output	Position of Person Completing	Due Date for Completion
1) Present grant contract to the Metro Council and obtain all necessary signatures	OFS Department Head	30 days from receiving grant contract
2) Hire Victim Service Coordinators (VSR) for any vacant positions	OFS Department Head	30 days and ongoing
3) Assist the LEP Coordinator with the Accessibility Assessment, Accessibility Report and the Report's implementation	CCR	30 days and ongoing
4) Update MOUs with FJC partners	Assistant Director of Client Operations	30-60 days and ongoing
5) Training on safety enhancing efforts and able to work with high risk victims.	Training Coordinator and CCR (in part)	30-60 days and ongoing
6) Safety enhancing efforts provided to clients	All VSRs	60 days and ongoing
7) Create new outreach plan for the FSC – with special emphasis on marginalized and underserved victims of interpersonal violence	CCR	October 1, 2020

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8) All VSRs trained on how to interact with children in a way that increases feelings of being Safe, Seen, Soothed and Secure.	VSR with child specialty (alternative is Child Trauma Specialist)	November 1, 2020
9) FSC committee of childhood trauma experts formed with policies and procedures drafted	Assistant Director of Client Operations with VSR with Child Specialty (in part) (alternative is Child Trauma Specialist)	November 1, 2020
10) Revise remote advocacy procedures for basic advocacy and remote work – staff prepared	Assistant Director of Client Operations with VSR's input and assistance	December 1, 2020
11) Revise Navigation Procedures for the FSC	Navigator	December 1, 2020
12) Effective oversight of interactions with children at the FSC and JCAC to ensure meaningful interactions that follow best practices and national standards.	Assistant Director of Client Operations with assistance from VSR with child specialty (alternative is Child Trauma Specialist)	January 15, 2021
13) Streamlined monthly, quarterly, and annual data reporting – including Family Justice Center partner data	Assistant Director of Client Operations with Navigator assistance as needed	January 15, 2021
14) Establish a documented process routine of quality assurance checks on database, for client flow, and client services	Assistant Director of Client Operations with Navigator assistance as needed	January 15, 2021

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15) Finalize with database vendor data points needed	Assistant Director of Client Operations with VSR input	July 1, 2021
16) Successful data entry and data transition for new database when launched	Assistant Director of Client Operations with all VOCA staff assistance	September 2021 - and ongoing
17) Identify and assist with any database adjustments needed	Assistant Director of Client Operations with all VOCA staff assistance	November 1, 2020 and ongoing
18) Maintain all other specialty areas work including trafficking case management, orders of protection hearing preparation and assistance, Spanish or Farsi language client advocacy	All VOCA staff	July 1, 2020 and ongoing

INPUTS

Factors Required to Conduct Activities:

1/ Officers who take out an ex parte OP in the absence of a victim will need to engage the assistance of a Victim Coordinator in order for the Victim Coordinators to have access to the victim's contact information.

2/ District Attorneys need to continue to meet with victims at the JCAC and bring victims to the JCAC after early intervention meetings and support the assistance of Victim Coordinators for the Cherished Hearts and Grace Empowered programs and VPIT referrals.

3/ Officers need to continue to bring victims that want to be present for the ex-parte order of protection to the JCAC.

3/ Police need to continue to perform Lethality Assessments when responding to domestic violence calls and share information with the Office of Family Safety.

4/ Courts need to remain supportive of the presence of Victim Coordinators in the courtroom.

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5/ Victim Coordinators will need to work (in part) outside the normal operations of the JCAC in order to cover more “after hours” order of protection assistance needs.

6/ Metro Probation will need to remain committed to establishing a High Risk Probation Program

7/ Space will need to be made available in Juvenile court in order for Victim Coordinators to provide victim assistance.

Grant Funded Position’s Responsibilities & Experience:

The Victim Service Coordinators (VCRs): Will be non-civil Service positions. Preferred experience, knowledge, skills and abilities include: Bachelor’s Degree from an accredited college or university, previous experience working with domestic violence victims, and fluency in a foreign language desired. General VSR responsibilities include providing the following safety enhancing efforts for clients:

- Order of Protection petitions
- Safety planning
- Danger assessment
- Smart 911 sign-up
- Victims Compensation assistance
- High Risk Case follow-up
- High Risk Intervention Panel referral
- Firearm Identification Form referral
- Court preparation, support and accompaniment
- Volunteer Attorney referral for high risk clients
- Assist with accompanying children
- Education on the cycle of violence and power and control (including education to female inmates as needed)
- Education on severity of strangulation
- Risk alerts regarding LAP/Danger Assessment, strangulation and firearm history
- Follow-up calls, texts and emails to current and past clients (including calls to victims whose offenders are on high risk probation – as needed)
- Case Management
- Resource Connections and referrals (including shelter, civil-legal, adult & child protective services, and Metro Social Services)

Specialty VSR Positions: All Specialty VSR positions must meet criteria listed above with knowledge/experience pertaining to the designated specialty area.

- **Anti-Trafficking Specialist** – One VSR will specialize in working with human trafficking victims. The Specialist will provide case management for sex trafficking victims through Nashville’s Cherished Hearts trafficking court program. This Specialist will also provide case management for trafficking victims needing assistance at the FSCs.
- **VSR with Child Specialty** – One VSR will assist in developing of policies and procedures for children arriving to the FSC or JCAC with a caregiver. This position will focus on ensuring those policies and procedures are implemented at the JCAC.

This Specialty VSR will also perform all the same responsibilities as a “General VSR.”

- **VSR with Language Specialty:** Two VSRs (at minimum) will be bi-lingual with fluency in Spanish or Farsi. These Specialty VSRs will perform all the same responsibilities as a “General VSR.”
- **VSR with Order of Protection Specialty** –One VSR will help identify clients for the Order of Protection hearing, provide court support, and refer high risk clients to volunteer lawyer programs. This Specialty VSR will also perform all the same responsibilities as a “General VSR.”
- **VSR with High Risk Probation Specialty:** One VSR will serve as the liaison between probation and those victims whose abusers are on probation and classified as “high risk.” This Specialty VSR will also perform all the same responsibilities as a “General VSR.”

Community Outreach Specialist (CCR) – Is a non-civil Service position. Preferred experience, knowledge, skills and abilities include: Bachelor’s Degree from an accredited college or university, previous experience working with domestic violence victims, and fluency in Spanish or Farsi. The Community Outreach Specialist (CCR) will work intensively with FSC partners and experts within the nonprofit community as needed to assist marginalized victims of interpersonal violence in achieving safety and resource utilization. The position will participate in the FSC outreach and training programs with emphasis on marginalized and underserved populations; specifically immigrant, refugee, and/or LEP communities. This position also assists in the promotion collaboration with the FSC and partner agencies and departments. The CCR Coordinator will perform Navigation and Advocacy as needed to maintain skills, evaluate effectiveness of procedures for LEP individuals and other vulnerable populations, and to enhance understanding of victim experiences to supplement training and outreach efforts.

Child Trauma Specialist (alternative) – Is a non-civil Service position. Preferred experience, knowledge skills and abilities include: Masters degree Counseling or Social Work or other comparable degree with experience and/or specialized training in childhood development and trauma. The Childhood Trauma Specialist would create and oversee best practices, policies, and procedures for children accompanying an abused caregiver or DCS worker at the FSC and JCAC and assist in the performance of those best practices, policies, and procedures.

Navigator – Is a non-civil Service position. Preferred experience, knowledge, skills and abilities include: Bachelor’s Degree from an accredited college or university, previous experience working with domestic violence victims, and fluency in Spanish. The Navigator will perform all introductory functions at the FSC and/or JCAC. The Navigator welcomes all clients to the building, determines their most pressing needs, and connects the client to the top priority service provider. The navigator ensures that the clients (adults and children) are attended to in a timely manner and assists with any communication barriers between service providers and the client. All VSRs can also perform Navigator duties as needed

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Assistant Director of Client Services - Is a non-civil service position. Preferred experience, knowledge, skills and abilities include: Bachelor's Degree from an accredited college or university, previous experience working with domestic violence victims. An Assistant Director of Client Operations will ensure quality of services, data collection/analysis, and successful management of Family Justice Center partner relationships. Preferred qualifications experience with data management and analytics, particularly Microsoft Access, experience working in or with both non-profits and the criminal justice system, experience working with multidisciplinary teams/collaboratives and experience working under and reporting on grants. Position will assist the director of client services in managing the day to day operations of the of the Office of Family Safety's (OFS) two Family Justice Centers - the Jean Crowe Advocacy Center (JCAC) and the Family Safety Center (FSC), including supervising VSRs and on some occasions, interns. Position will also work closely with Metro Office of Family Safety's Limited English Proficiency Coordinator in implementing Accessibility plan.

Existing Resources that will be used for this project:

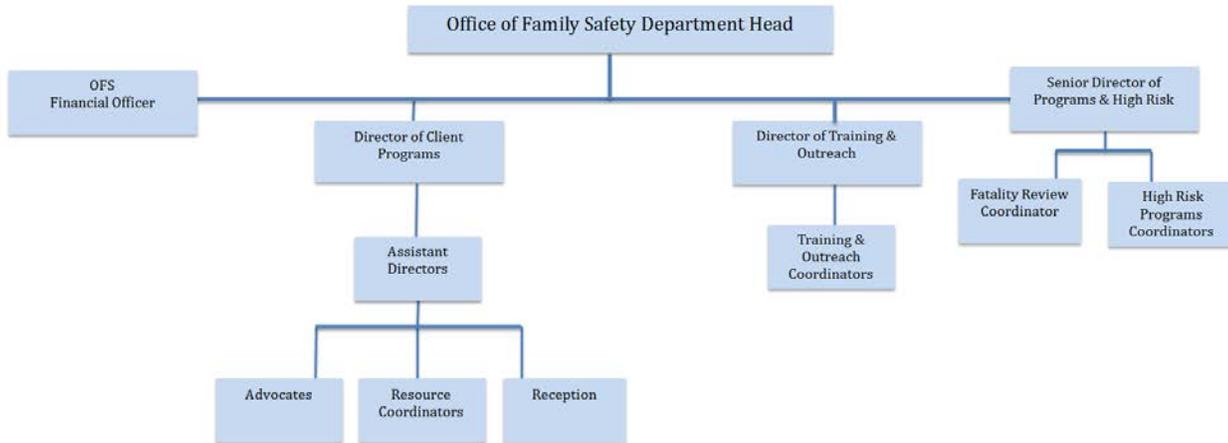
This grant would be awarded to the Metropolitan Government of Nashville-Davidson County, specifically, the Office of Family Safety. The day-to-day operations of this grant would be managed by OFS's leadership team which includes Diane Lance, Department Head; Becky Bullard, Senior Director of Programs and High Risk Clients; LaToya Townsend, Director of Training, Outreach, and Development; Andrew Sullivan, Finance Officer; and Whitney Blanton, Direct of Client Programs. VSRs would receive direct supervision from Assistant Directors at the JCAC and FSC. The Financial Officer would be responsible for the Fiscal Management of this grant. The Training Coordinator would be responsible for providing domestic violence and sexual assault training to the Victim Coordinators and ensure they have the skills to be effective VSRs with even the most high risk victims. The High Risk Programs Coordinator would oversee all LAP data entry and management work of the VSRs. Senior VSRs at both Centers are responsible for all hands-on training. VSR workspace will be provided by the Metro Government.

Operating Budget & Advocacy Impact:

This grant would fund significantly less than 80% of this entire project. Numerous Metro Departments are currently engaged in various aspects of this project that VSRs will lead/assist on. Metro Departments that are direct participants of the work being performed under this grant are the Office of Family Safety, Police Domestic Violence Division, District Attorney's Office, Metro Health Department, Metro General Hospital, Metro Courts, and Sheriff's Department. Metro Finance, Metro Legal, IT, Security, General Services and HR are indirect supporters of this project – contributing to the successful work of all Metro employees. An ICJR grant is expected to contribute to the High Risk Probation portion of this project as well. **The Metropolitan Government of Nashville-Davidson County's operating budget is \$2,331,618,000. The Office of Family Safety Budget (special purpose and general funds) is \$3,262,500.**

Organizational Chart:

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This grant would be awarded to the Metro Nashville Police Department and implemented and fiscally and operationally managed by Metro's Office of Family Safety (OFS). The Department Head of Metro's Office of Family Safety oversees all employees of Metro Government's Office of Family Safety. The Mayor oversees the Department Head. The Department's Financial Officer, High Risk (LAP) Manager, Training Manager, and Director of Client Programs report directly to the Department Head. The remaining positions are supervised by one of three Assistant Directors. The Victim Coordinators funded under this grant would be directly supervised by the JCAC Director and/or High Risk Program Manager. Counseling Victim Coordinators will receive supervision from Police Domestic Violence Division therapist(s). One Victim Coordinator will have some supervision responsibilities over programming and staff. It is our intention to sub-contract 2-3 positions to Nashville's two shelter providers.

SUSTAINABILITY PLAN

projections and requests in hopes of additional city funding to sustain essential services. Nashville is also well positioned for other federal grants such as Justice for Families, as a National model for community and court based Family Justice Centers with affiliation status by the Alliance for Hope.

DATA COLLECTION PROCEDURE

Metro's Office of Family Safety has submitted a budget request for a new database system and will soon enter the procurement process. A new database system is vital to our continued growth and the high quality of services that we currently provide. This system will track the client data that we collect – including client demographics, victimizations experienced, services rendered, resources provided, and referrals made to partner agencies. It will also give us the ability to interpret the data that we have collected in order to continuously improve our performance metrics.

This database will be a vast improvement on our current Access-based database system, which has been unable to keep pace with our significant growth in the past year. This database frequently crashes and locks the entirety of our staff out of the system, wasting valuable staff time. A new database will not only be much more stable, but it will also allow us to track and analyze data in more nuanced and efficient ways.

This new system will also allow us to track the performance data that we collect from all of our partner agencies, which is vital to the success of our new Family Safety Center. These partners

include the Metro Nashville Police Department, the Family Intervention Program, the Nashville Children's Alliance, and our ever-growing list of nonprofit partner agencies operating out of the Family Safety Center in order to better serve clients. Having a centralized data collection system will allow us to track clients who receive services from multiple agencies, thus streamlining service delivery. This system will maintain client confidentiality and continue to drive our data-driven services, which will align us with national Family Safety Center best practices.

COLLABORATION ACTIVITIES

Metro's Office of Family Safety (OFS) is the lead Family Justice Center department. As such, coordination and collaboration with Metro and non-profit partners is essential. The following are OFS's collaborative partners:

- **Legal Aid of Middle Tennessee and the Cumberlandds (LAS) (Contact: DarKenya Waller).**
 - a. **Collaboration:** LAS is a FSC onsite partners. One LAS VSR and one attorney at the Family Safety Center providing assistance to clients on and off site. LAS provides a fast-tracked referral process for OFS clients and manages the volunteer attorney program that OFS VSRs refer high risk clients to for assistance at the Order of Protection hearing. LAS receives direct appropriation funds from OFS. LAS is a MOU partner and a member of FSC's leadership team.
- **YWCA of Middle Tennessee: (Sharon Roberson).**
 - a. **Collaboration:** All JCAC and FSC after-hours calls roll over to the YWCA hotline. The YWCA holds a support group at the JCAC weekly. The YWCA is Metro's hotline partner for the implementation of the LAP, Maryland Model and receive a portion of Metro's Arrest grant sub-contracted funds. The YWCA prioritizes shelter space for LAP high risk clients. The YWCA is a member of the High Risk Intervention Panel, Domestic Abuse Death Review Team, LAP. The YWCA receives direct appropriation funds from OFS. The YWCA is a MOU partner and member of the FSC's leadership team.
- **Mary Parrish Center (contact: Mary Katherine Rand)**
 - a. **Collaboration:** Mary Parrish Center assists in organizing the Office of Family Safety Survivor Committee to assist with Family Justice Center strategic planning. Mary Parrish Center has one employee located at the FSC to assist with housing. Mary Parrish receives Community Partnership funds from OFS. Mary Parrish is a MOU partner and a member of FSC's leadership team.
- **Agape (contact: Chandler Means)**
 - a. **Collaboration:** Agape provides all after hours order of protection advocacy services at the FSC, funded in part by Metro's Community Enhancement Fund. Morning Star Sanctuary is a MOU partner and a member of FSC's leadership team.
- **Sexual Assault Center (SAC): (contact: Rachel Freeman)**
 - a. **Collaboration:** SAC is a team member of Metro's SART team and a member of a committee reviewing Metro's response to sexual assault cases and the strategic

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 23)

Planning team for the Family Justice Center Build. Sexual Assault Center has one onsite employee. SAC is a MOU partner.

- **You Have the Power (YHTP): (contact: Cathy Gurley,)**
 - a. **Collaboration:** YHTP is a member of the Office of Family Domestic Abuse Death Review Team. YHTP is a MOU partner.
- **Nashville Children’s Alliance (NCA): (contact: Dawn Harper)**
 - a. **Collaboration:** NCA is a fully co-located partner of the FSC, a MOU partner and a member of the FSC’s leadership team.
- **Department of Children Services (DCS) (Contact: Carla Aaron)**
 - a. **Collaboration:** A substantial portion of DCS will be fully co-located at the FSC and is a member of FSC’s leadership team.
- **The following Metro Departments are also primary MOU partners of the JCAC:** Metro Nashville Police Department, Sheriff’s Office, District Attorney’s Office, Metro Legal, Circuit Court Clerk, General Sessions Court Clerk, Criminal Justice Planning, and Court Administrators and are represented on the Office of Family Safety/JCAC Advisory Committee. (Diane Lance can connect to these Department Heads and elected officials: 615-862-6013).

INTENDED OUTCOMES (Results)

1. **Victims report that their sense of safety and security has increased:** My immediate sense of safety and security has increased as a result of the services I received from this agency.
2. **Victims report an increase in knowledge about victims’ services.** I am more knowledgeable of the services and community resources available to victims.
3. **Victims report an increase in knowledge about the criminal justice system.** I am more knowledgeable about the criminal justice system.
4. **Victims express satisfaction with services.** I am satisfied with the services I have received through this department.
5. **Victims report an improved ability to plan for their safety.** I know more ways to plan for my safety.
6. **Victims report a decrease in the level of vulnerability by identifying a support system. (Decrease in isolation).** I have identified a support system to help me address my victimization.”

INTENDED OUTPUTS (Products)

PROJECT SERVICES TO REACH OUTPUTS

The Office of Family safety will continue providing court preparation and accompaniment, safety planning, domestic violence education, lethality assessments, resource connection, and Order of Protection (OP) assistance to clients of the Family Safety Center and the Jean Crowe Advocacy

**ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 24)**

Center located in Nashville- Davidson County. Monthly OFS client numbers will continue to be collected. Quarterly FSC client numbers will also continue to be collected.

VOCA Required Outputs

Projected number of individuals who will receive services based on the presenting victimization type during the reporting period.

Victimization Type	Number
Adult Physical Assault (Simple Assault)	0
Adult Sexual Assault and Rape	33 per year
Burglary	0
Domestic Violence	250 per year
Stalking/Harassment	33 per year
Survivors of Homicide Victims	5 per year
Teen Dating Victimization	0
Violation of a Court (Protective) Order	0
Vandalism	0
Trespassing	0
Other	0
If other, please explain:	

Projected number of individuals who will be assisted with a victim compensation application annually through this project:

35

Information and Referral services annually through this project:

Information about the criminal justice process	333
Information about victim rights, how to obtain notifications, etc.	67
Referral to other victim service programs	333
Referral to other services, supports and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)	333

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 25)

Personal Advocacy/Accompaniment services annually through this project:

Law enforcement interview advocacy/accompaniment	0
Interpreter services	50

Emotional Support or Safety services annually through this project:

Crisis intervention (in-person, includes safety planning, etc.)	333
Hotline/crisis line counseling	0
On-scene crisis response (e.g., community crisis response)	0
Individual counseling	0
Support groups (facilitated or peer)	0
Other Therapy (traditional, cultural, or alternative healing; art, writing, or play therapy, etc.)	0
Emergency financial assistance	0

Shelter/Housing services annually through this project:

Emergency shelter or safe house	0
Transitional housing	0
Relocation assistance (includes assistance with obtaining housing)	0

Criminal/Civil Justice System Assistance services annually through this project:

Notification of criminal justice system (including orders of protection hearings) events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)	167
Victim impact statement assistance	0
Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)	0
Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)	0

Additional Annual Outputs

Domestic violence victims will be assisted by the VOCA grant funded VSRs per year. Victims assisted is defined by victims	67
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**ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 26)**

receiving one or more of the following safety enhancing services provided by the VOCA funded VSR: <ul style="list-style-type: none"> • A minimum of 750 safety enhancing efforts 	
Exit surveys completed by victims assisted by the VOCA funded VSR will report an increased understanding of the dynamics of domestic violence, knowledge of justice system, understanding of risk and safety planning, and awareness of community resources. Exit surveys completed by clients assisted by the VOCA funded VSR will be color coded to distinguish from surveys completed by victims that did not receive VOCA funded advocacy services. Survey results will be input on a spreadsheet.	35%

UPON COMPLETION OF THIS SCOPE OF SERVICE/NARRATIVE SAVE A COPY AND SUBMIT IT ALONG WITH YOUR BUDGET FORM TO OCJP VIA THE E-MAIL NOTED IN SOLICITATION.

GRANT BUDGET				
Metro Nashville Office of Family Safety				
VOCA				
PROJECT TITLE: Family Justice Center				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: 7/01/2020	END: 6/30/2021	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$636,000.00	\$0.00	\$636,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$34,000.00	\$169,000.00	\$203,000.00
11, 12	Travel, Conferences & Meetings ²	\$6,000.00	\$0.00	\$6,000.00
13	Interest ²	\$0.00	\$0.00	N/A
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$676,000.00	\$169,000.00	\$845,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: http://www.tn.gov/assets/entities/finance/ocip/attachments/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

Metro Nashville Office of Family Safety
 VOCA
 PROJECT TITLE: Family Justice Center

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 2: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 3: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 4: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 5: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 6: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 7: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 8: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 9: VOCA manager, 12 month salary and fringe, 100% time on project	\$ 84,000.00
TOTAL	\$ 636,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Outreach materials for the FSC, JCAC and OFS such as social media, printed materials and videos	\$28,000.00
Standard office supplies	\$6,000.00
MATCH: Occupancy: Based on annual bond payments - client space at the FSC - value of the rental space is \$31.51. OFS will use 5,364 sq/ft for the match requirement	\$169,000.00
TOTAL	\$203,000.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Travel to other FJC's In Tennessee (appropriate mileage rates apply)	\$6,000.00
TOTAL	\$6,000.00

Amended Budget plan From October 1, 2021 thru June 30, 2022

Agency Name: Metropolitan Government of Nashville and Davidson County			Contract Number: 41558								
Line Item	Total Original Project			Paid amount 07-01-2021 till 09-30-2021				Total Amended Project			Net available B-E
	Federal Amount	GRANTEE MATCH	TOTAL PROJECT	Allowable Reimburse- ment YTD	Allowable Match YTD	Total Actual Expenditures YTD	Adjustment Required	Revised Federal	Revised Grantee Match	Total Revised Project	
Salaries, Benefits & Taxes	\$583,000.00	\$0.00	\$583,000.00	\$79,397.70	\$19,849.43	\$99,247.13	\$0.00	\$583,000.00	\$19,849.43	\$602,849.43	\$484,725.80
Professional Fee, Grant & Award	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$22,500.00	\$0.00	\$22,500.00	\$331.61	\$82.90	\$414.51	\$0.00	\$22,500.00	\$82.90	\$22,582.90	\$21,337.46
Travel, Conferences & Meetings	\$6,000.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	\$5,775.10
Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Depreciation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Non-Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Purchase	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
In-Kind Expense	\$0.00	\$152,875.00	\$152,875.00	\$0.00	\$24,915.41	\$24,915.41	(\$19,932.33)	\$0.00	\$24,915.41	\$24,915.41	\$0.00
GRAND TOTAL	\$611,500.00	\$152,875.00	\$764,375.00	\$79,729.31	\$44,847.74	\$124,577.05	(\$19,932.33)	\$611,500.00	\$44,847.74	\$656,347.74	\$511,838.36

GRANT BUDGET				
Metro Nashville Office of Family Safety				
VOCA				
PROJECT TITLE: Family Justice Center				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: 7/01/2022	END: 6/30/2023	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$599,000.00	\$0.00	\$599,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$8,500.00	\$0.00	\$8,500.00
11, 12	Travel, Conferences & Meetings ²	\$4,000.00	\$0.00	\$4,000.00
13	Interest ²	\$0.00	\$0.00	N/A
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$611,500.00	\$0.00	\$611,500.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: http://www.tn.gov/assets/entities/finance/ocjp/attachments/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

Metro Nashville Office of Family Safety

VOCA

PROJECT TITLE: Family Justice Center

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 2: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 3: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 4: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 5: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 6: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 7: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 8: VOCA manager, 12 month salary and fringe, 100% time on project	\$ 88,000.00
TOTAL	\$ 599,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Outreach materials for the FSC, JCAC and OFS such as social media, printed materials and videos	\$4,500.00
Standard office supplies	\$4,000.00
TOTAL	\$8,500.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Travel to Statewide FJC's (appropriate mileage rates apply), hosting or attending meetings, trainings, and/or National conferences	\$4,000.00
TOTAL	\$4,000.00

Resolution No. RS2022-1618

A resolution approving amendment one to a grant from the Tennessee Department of Finance and Administration to the Metropolitan Government, acting by and through the Office of Family Safety, to fund staffing positions to help manage the multi-disciplinary needs of its clients.

WHEREAS, the Metropolitan Government, acting by and through the Office of Family Safety, previously entered into a grant agreement with the Tennessee Department of Finance and Administration to fund staffing positions to help manage the multi-disciplinary needs of its clients approved by RS2020-396; and,

WHEREAS, the parties wish to amend the grant agreement to waive the in-kind match requirement, add Sections E.7 - Counterpart Clause and E.8 - Prohibition on Certain Telecommunications and Video Surveillance Services, and delete in their entirety Attachments A and A-1 and replace with new Attachments A and A-1, a copy of which amendment one is attached hereto; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendment one be approved.

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

Section 1. That amendment one to the grant by and between the Tennessee Department of Finance and Administration and the Metropolitan Government, acting by and through the Office of Family Safety, to fund staffing positions to help manage the multi-disciplinary needs of its clients, a copy of which amendment one is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kelly Flannery
Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Nicki Eke
Assistant Metropolitan Attorney

INTRODUCED BY:

Buffy Miller
Ear Evans
Greg Wild
Member(s) of Council
Jay L. Stupp
Zubair Suara

GRANT SUMMARY SHEET

Grant Name: VOCA Family Justice Center 20-23 Amend. 1

Department: OFFICE OF FAMILY SAFETY

Grantor: U.S. DEPARTMENT OF JUSTICE

**Pass-Through Grantor
(If applicable):** TENN. DEPT. OF FIN. & ADMIN.

Total Award this Action: \$0.00

Cash Match \$0.00

Department Contact: Diane Lance
862-6031

Status: AMENDMENT

Program Description:

Please note the contract has already been executed. Due to the removal of match, we are required to sign the attached amendment. This grant provides ensures the continued provision of services provided in Nashville's Family Safety Centers (JCAC & FSC) by funding a CCR coordinator, a program manager, and 8 advocates. Amend. 1 adds section E.7. Counterpart Clause and E.8. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Amend. 1 also deletes Attachment A and A-1 and replaces with new attachments for A and A-1. No changes in the funding amount to

Plan for continuation of services upon grant expiration:

Historically, VOCA funds are renewed with the state.

B.A. Initials

^{DS}
EF

5445

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input checked="" type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
OFFICE OF FAMILY SAFETY	51	Diane Lance			862-6031		
Grant Name:	VOCA Family Justice Center 20-23 Amend. 1						
Grantor:	U.S. DEPARTMENT OF JUSTICE				Other:		
Grant Period From:	07/01/20	(applications only) Anticipated Application Date:					
Grant Period To:	06/30/23	(applications only) Application Deadline:					
Funding Type:	FED PASS THRU	Multi-Department Grant		<input type="checkbox"/>	If yes, list below.		
Pass-Thru:	TENN. DEPT. OF FIN. & ADMIN.	Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	COMPETITIVE	Total Award:		\$0.00			
Status:	AMENDMENT	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00			
CFDA #	16.575	Is Council approval required?		<input type="checkbox"/>			
Project Description:	Applic. Submitted Electronically?		<input type="checkbox"/>				
<p>Please note the contract has already been executed. Due to the removal of match, we are required to sign the attached amendment. This grant provides ensures the continued provision of services provided in Nashville's Family Safety Centers (JCAC & FSC) by funding a CCR coordinator, a program manager, and 8 advocates. Amend. 1 adds section E.7. Counterpart Clause and E.8. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Amend. 1 also deletes Attachment A and A-1 and replaces with new attachments for A and A-1. No changes in the funding amount to Metro.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Historically, VOCA funds are renewed with the state.							
How is Match Determined?							
Fixed Amount of \$		or		20.0%	% of Grant		
					Other: <input type="checkbox"/>		
Explanation for "Other" means of determining match:							
We will be using volunteer time as the match for the grant.							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund	Business Unit		
Is not budgeted?				Proposed Source of Match:			
(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		29.10%	Indirect Cost of Grant to Metro:		\$552,609.00		
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.	0.00%	Ind. Cost Requested from Grantor:		\$0.00 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	FY21	\$676,000.00	\$0.00	\$0.00	\$0.00		\$189,000.00	\$676,000.00	\$196,716.00	\$0.00
Yr 2	FY22	\$611,500.00	\$0.00	\$0.00	\$0.00		\$0.00	\$611,500.00	\$177,946.50	
Yr 3	FY23	\$611,500.00	\$0.00	\$0.00	\$0.00		\$0.00	\$611,500.00	\$177,946.50	
Yr 4	FY__									
Yr 5	FY__									
Total		\$1,899,000.00	\$0.00	\$0.00	\$0.00		\$189,000.00	\$1,899,000.00	\$552,609.00	\$0.00
Date Awarded:		05/10/22		Tot. Awarded:		\$0.00	Contract#:		41558-1	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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

Rev. 5/13/13
5445

GCP Rec'd
05/23/22

GCP Approved
05/23/22

VW



May 9, 2022

John Cooper, Mayor
Metropolitan Government of Nashville and Davidson County
1 Public Square
Suite 100
Nashville, TN 37201-1646

Dear The Honorable John Cooper:

Enclosed is amendment to Contract 41558. As the authorized official for your agency, you or the identified designee, must sign and date the documents in the appropriate places. If the designee is signing, OCJP must have designee authorization on file and the designee must sign the Authorized Official's name with designee's initials following the signature. An image of the signed contract is unacceptable. All signed contracts must be submitted electronically. Return the contract to the enclosed address by **June 10, 2022**. Please contact your program manager (see below) with any concerns or questions.

After the State of Tennessee has approved the Contract, a fully executed copy will be returned to your agency.

Your Program Manager is Claire Wisely. For questions or assistance regarding this contract, please contact Claire Wisely, at (615) 360-0374, or email claire.wisely@tn.gov.

We look forward to our continued partnership with you.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Brinkman". The signature is written in a cursive, flowing style.

Jennifer Brinkman
Director

cc: Diane S. Lance, Metropolitan Government of Nashville and Davidson County
File

 <h2 style="margin: 0;">GRANT AMENDMENT</h2>					
Agency Tracking #	Edison ID	Contract #	Amendment #		
NA	41558	41558	1		
Contractor Legal Entity Name				Edison Vendor ID	
Metropolitan Government of Nashville and Davidson County				4	
Amendment Purpose & Effect(s)					
Revises Contract Budget and Revises Attachment A					
Amendment Changes Contract End Date:			End Date:		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			6/30/2023		
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):					\$0
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY21		\$676,000.00			\$676,000.00
FY22		\$611,500.00			\$611,500.00
FY23		\$611,500.00			\$611,500.00
TOTAL:		\$1,899,000.00			\$1,899,000.00
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.			<i>OCR USE</i>		
Speed Chart		Account Code			
FA00003247		County - 71301000			

**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**

Diane Lance
Office of Family Safety

05/01/2022
Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DocuSigned by:
Kelly Flannery
Kelly Flannery, Director of Finance
Department of Finance

6/10/2022
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balagun Cobb
Director of Insurance

6/13/2022
Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:
Neki Eke
Metropolitan Attorney

6/10/2022
Date

"See Previous Page"
John Cooper
Metropolitan Mayor

Date

ATTEST:
Austin Kyle
Metropolitan Clerk

JUL 07 2022
Date

2022 JUL 28 PM 12:05
FILED METROPOLITAN CLERK

ORIGINAL

METROPOLITAN COUNTY COUNCIL

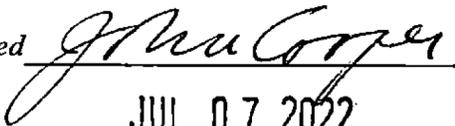
Resolution No. RS 2022 - 1618

A resolution approving amendment one to a grant from the Tennessee Department of Finance and Administration to the Metropolitan Government, acting by and through the Office of Family Safety, to fund staffing positions to help manage the multi-disciplinary needs of its clients.

Introduced JUL 05 2022

Amended _____

Adopted JUL 05 2022

Approved 

By JUL 07 2022
Metropolitan Mayor

RESOLUTION NO. _____

A resolution approving the assignment and amendment of a contract between The Metropolitan Government of Nashville and Davidson County and Red River Waste Solutions, LP to Platform Waste Solutions, LLC for the provision of solid waste collection.

WHEREAS, Red River Waste Solutions, LP (“Red River”) and the Metropolitan Government of Nashville and Davidson County (“Metro”) entered into a contract dated July 27, 2004, approved by RS2004-544, for the provision of solid waste collection services; and,

WHEREAS, On October 14, 2021, Red River filed a voluntary bankruptcy petition in Texas under Chapter 11 of the United States Bankruptcy Code; and,

WHEREAS, Red River sold all its assets, including all vehicles and other assets used in Nashville, to Platform Waste Solutions, LLC (“Platform”); and,

WHEREAS, Metro has agreed to the assignment of Red River’s duties and responsibilities under Contract #15723 to Platform, subject to the amended contract terms and conditions and amended scope of services (“Amended Contract”), a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Section 4.12.220 of the Metropolitan Code of Laws calls for Council approval by Resolution of certain contracts “providing for the collection, transportation and/or disposal of solid waste”; and,

WHEREAS, approval of the assignment and Amended Contract will benefit the citizens of Davidson County by providing an economical and efficient means of collecting municipal solid waste.

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

Section 1. That the assignment of the contract between the Metropolitan Government of Nashville and Davidson County and Red River Waste Solutions LP to Platform Waste Solutions, LLC, and the amended contract terms and conditions and amended scope of services, for the provision of solid waste collection, attached hereto and incorporated herein, is hereby approved.

Section 2. 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:

Michelle R. Hernandez-Lane
Michelle Hernandez-Lane
Purchasing Agent

INTRODUCED BY:

Burke Miller

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kelly Flannery

Kelly Flannery, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Tara Ladd

Assistant Metropolitan Attorney

JOHN COOPER
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF WATER AND SEWERAGE SERVICES
Waste Services Division
1600 2nd Ave N
Nashville, TN 37208

July 15, 2022

Vice Mayor Shulman,

Metro Water Services, Waste Services Division, is requesting that the resolution to approve a contract between Metro and Platform Waste Solutions for residential waste collection services be approved for late filing. Platform Waste Solutions has acquired Red River's contract with Metro and will start collection in July.

Sincerely,

Scott Potter
Director

{N0482963.1}
need assistance



For accommodation, please contact Metro Water Services,
at 615-862-4862, 1600 Second Avenue North, Nashville, Tennessee 37208.

053

If you

Contract Abstract

Contract Information

Contract & Solicitation Title: Collection and Disposal Services of Solid Waste, Trash, and Garbage
 Contract Summary: result of an assignment consent of contract 15723
 Contract Number: 6519358 Solicitation Number: N/A Requisition Number: N/A
 Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 15723
 Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** Yes
High Risk Contract (Per Finance Department Contract Risk Management Policy): No
Sexual Harassment Training Required (per BL2018-1281): Yes
 Estimated Start Date: 6/21/22 Estimated Expiration Date: 11/30/24 Contract Term: 29 months
 Estimated Contract Life Value: \$6,000,000.00 Fund:* 30501 BU:* 65803100
 (*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)
 Payment Terms: Net 30 Selection Method: RFP
 Procurement Staff: John Stewart BAO Staff: Christopher Wood
 Procuring Department: Water Services Department(s) Served: Water Services

Prime Contractor Information

Prime Contracting Firm: Platform Capital Waste Solutions, LLC ISN#:
 Address: 833 SW Lemans Ln #234 City: Lees Summit State: MO Zip: 64082
 Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE LGBTBE (select/check if applicable)
 Prime Company Contact: Chris Bix Email Address: chris@platformcap.com Phone #: 816-588-8769
Prime Contractor Signatory: Chris Bix Email Address: chris@platformcap.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: No SBE/SDV participation
 Amount: N/A Percent, if applicable: N/A
Equal Business Opportunity (EBO) Program: No M/WBE Participation
 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

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Platform Capital Waste Solutions, LLC</u>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Approved Assignment Consent</u>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>



SOLID WASTE COLLECTION SERVICES CONTRACT

1. SERVICES CONTRACT

This Solid Waste Collection Services Contract (the “Contract”) is initiated by and between **The Metropolitan Government of Nashville and Davidson County** (“METRO”) and **Platform Waste Solutions, LLC** (CONTRACTOR”) located at 833 SW Lemans Lane #234, Lee’s Summit, MO 64082-4618.

1.1. Contract Documents

This Contract consists of the following documents, in order of precedence in case of conflicts:

- A. *Any properly executed contract amendment (most recent with first priority);*
- B. *This document, including exhibits:*
 - i. *Exhibit A – Scope of Work*
 - ii. *Exhibit B – Pricing and Rates*
 - iii. *Exhibit C – Backdoor Trash Collection Waiver Request Form*
 - iv. *Exhibit D – Private Road Waiver Request Form*

1.2. Definitions. As used herein, the following terms shall have the following meanings:

- A. **Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures.
- B. **Contractor:** Platform Waste Solutions, LLC
- C. **Customer:** The owner or tenant of a Residential Unit and/or Light Commercial Unit located within the corporate limits of the METRO and identified by METRO as being eligible for and in need of the services provided by the CONTRACTOR under this Contract.
- D. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- E. **Disabled Door-to-Truck Service:** A special Cart collection service provided by Contractor to those Residential Unit Customers the City has determined qualify as disabled, who are unable to roll their Cart to the Curb, and who are pre-qualified by confirming with METRO via the Exhibit C – Backdoor Trash Collection Waiver Request Form are allowed to place their Cart outside their garage or carport, where the Cart is visible from the street, for collection service.
- F. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and excluding all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- G. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C.

§6901, et. seq., as amended.

- H. **Industrial Waste:** Any Solid Waste generated by industrial processes and manufacturing.
- I. **Light Commercial Unit:** A small retail business or small office commercial type of business that generates no more than two (2) cubic yards of Waste per week, excluding Unacceptable Waste, which is deposited into a Polycart for collection. The City will approve all such Light Commercial Units designated under this Agreement and will notify Contractor in writing of the service address locations.
- J. **Light Commercial Waste:** All Refuse and Garbage generated by a Customer at a Light Commercial Unit, excluding Unacceptable Waste.
- K. **Medical Waste:** Waste generated by health care related facilities and associated with health care activities, not including Garbage generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC § 1.132 (relating to Definitions).
- L. **METRO:** The Metropolitan Government of Nashville and Davidson County
- M. **Multi-Family Unit:** a dwelling, whether of single or multi-level construction, consisting of more than two units but four (4) units or fewer, which METRO and CONTRACTOR shall determine, upon mutual agreement, will be serviced as a Residential Unit with one Cart per unit. If a Multi-Family Unit is provided with Cart service, then each single-family unit within any such Multi-Family Unit shall be billed separately as a Residential Unit.
- N. **Polycart or Cart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 75 lbs.
- O. **Refuse:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- P. **Residential Unit:** A residential dwelling within the service area of METRO and occupied by a person or group of persons comprising not more than two families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- Q. **Residential Waste:** All Refuse and Garbage generated by a Customer at a Residential Unit, excluding Unacceptable Waste.
- R. **Solid Waste or Waste:** All Residential and Light Commercial Waste to be collected by CONTRACTOR pursuant to this Agreement. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
- S. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical(s), or (H) any

other waste defined by applicable law, rule or regulation as "Special Waste."

- T. **Third Party Provider:** A commercial business enterprise or commercial service provider providing services to Residential Units.

- U. **Unacceptable Waste:** Any waste or material that: (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement; or (ii) substantial damage to Contractor's equipment or facilities; or (iii) contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA); or (iv) presents a danger to the health or safety of the public or Contractor's employees; or (v) is or contains Hazardous Waste, Industrial Waste, Special Waste, Construction Debris, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater; or (vi) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit; or (vii) any large or bulky items that do not fit within and Cart and allowing the Cart lid to close, including, without limitation, tree limbs, furniture, bicycles, and tires; or (viii) is soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or (ix) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.

- V. **Unusual Accumulations/Overage:** Any Waste placed curbside for collection in excess of the volumes permitted by this Contract or placed outside or on top of a Polycart.

- W. **Paid Door-to-Truck Service:** A special Cart collection service provided by CONTRACTOR to those one- or two-family Residential Unit Customers pre-qualified by confirming with METRO via the Exhibit D – Private Road Waiver Request Form. These Customers will be allowed to place their Cart outside their garage or carport, where the Cart is visible from the street, for collection service.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

- A. CONTRACTOR will provide Customers with once per week (Monday-Friday) Solid Waste collection and collection of Carts as described in Exhibit A – Scope of Work, which is attached hereto and incorporated as set forth herein.

- B. This Contract does not include nor shall CONTRACTOR be required to:
 - i. provide Waste collection services using roll-off containers;
 - ii. provide compactors to any Customer;
 - iii. collect Waste generated by or at a Residential Unit and/or Light Commercial Unit that cannot easily fit into a Cart and allow the lid to close;
 - iv. collect Special Waste or Construction Debris;
 - v. collect Dead Animals larger than ten (10) pounds;
 - vi. collect Hazardous Waste;
 - vii. collect Medical Waste;
 - viii. collect Unusual Accumulations; and
 - ix. collect Unacceptable Waste.

- C. Storm/Disaster Debris: The parties understand and agree that, in the event of a hurricane, tornado, major storm, flood, natural disaster, war, act of terrorism, or other acts of God (“Disaster Event”), the Waste and

debris caused by the Disaster Event is not included in this Contract.

- D. Ownership of Waste: Title to Waste shall pass to CONTRACTOR when placed in CONTRACTOR'S collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

3. CONTRACT TERM

3.1. Contract Term

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 November 30, 2024.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$6,000,000.00. The pricing details ("Base Rates") are included in Exhibit B and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly invoiced. The Base Rates are subject to a adjustment as set forth in Section 4.4. below.

4.2. Other Fees

Except as set forth in the Contract, there will be no other charges or fees for the performance of this Contract.

4.3. Payment Methodology

- A. Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all services provided under this Contract.
- B. METRO will compensate CONTRACTOR in accordance with the Base Rates in Exhibit B of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for performed services that are properly authorized by METRO in accordance with this Contract. METRO reserves the right to partially pay any invoices submitted for CONTRACTOR's failure to complete all collection services during the collection route scheduled for the applicable invoice only after written notification is made by METRO and the issue is not resolved by CONTRACTOR within seven (7) days after receipt of notice.
- C. METRO's payment for CONTRACTOR's services shall be established by the total count of such Residential and Light Commercial Units receiving sanitation services in METRO's utility billing system (the "Count"). METRO will be responsible for determining and providing the Count to CONTRACTOR on a quarterly basis. Excluded from the Count will be certain multi-family dwellings such as apartments, residences under construction and commercial establishments and some vacant homes. CONTRACTOR has no responsibility for incorrect Counts provided by METRO; but CONTRACTOR has the right to verify the Count information provided by METRO. Any errors or mistakes in the Count shall be corrected within six months of the date such Count is provided to the CONTRACTOR or the mistake is waived and released by both parties.
- D. As of the Effective Date of the Contract, the parties agree that the Count shall be as set forth in Exhibit B. Thereafter, a revised Count shall be determined by METRO at the end of each week during the term of this Contract to establish the Count to be used for billings. METRO shall provide the Count information to CONTRACTOR no later than the last working day of the week. Billing and Payment will occur monthly based on the sums of the weekly Residential Unit Count, Light Commercial Unit Count, Cart Count, Paid Door-to-Truck Service Count and Disabled Door-to-Truck Service Count as they exist as of the last day of the billing month.
- E. METRO shall remit to CONTRACTOR payment for such services within thirty (30) days after receipt of any

undisputed invoice. If METRO disputes CONTRACTOR'S invoice or any portion thereof, then METRO shall notify CONTRACTOR in writing of the basis of the dispute within twenty (20) days of receiving the invoice. All disputed invoices or portions thereof must be resolved by the parties within 21 days of METRO'S receipt of CONTRACTOR'S notice of the dispute (or a longer period if mutually agreed by the parties).

- F. METRO may notify CONTRACTOR in writing of any Customer that has failed to timely pay METRO for Waste collection services, and CONTRACTOR agrees to suspend service to such delinquent Customer until notified by METRO to resume such services, which shall occur on the next regularly scheduled collection day. If CONTRACTOR suspends service to a Customer as requested by METRO, CONTRACTOR has the right to charge a service reactivation fee and/or the right to assess a finance charge or late payment fees if such service to the Customer is reinstated.

4.4. Escalation/Descalation to Base Rates

- A. A. The parties agree that the Base Rates charged by CONTRACTOR for services will remain fixed as set forth in Exhibit B and will not be adjusted until July 1, 2023. Starting on July 1, 2023, this Contract is eligible for annual escalation/de-escalation adjustments and continuing annually on each July 1 thereafter. The Base Rates for services shall be adjusted by the average monthly percentage increase in the Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer, Trash, Not Seasonally Adjusted, Base Period December 1997 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") over the twelve published months (which incorporates the required sixty-day notice by CONTRACTOR) for which the data has been published. The average will be computed by calculating the percentage change in the CPI each month during the applicable 12-month period. Once that average increase/decrease percentage change is determined, then the average percentage change for the 12-month period during the immediately prior year will be subtracted therefrom. The difference shall be the percentage adjustment that will be applied to the then current Base Rates. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. Documentation and/or an explanation supporting the requested change in condition for such C.P.I. increase shall be submitted by CONTRACTOR to Purchasing Agent no less than sixty (60) days prior to implementing the change. Notwithstanding the foregoing in this paragraph, the parties agree that if the calculated percentage adjustment for any annual C.P.I. escalation increases/decreases the Base Rate by more than five percent (5%), then, CONTRACTOR shall implement only fifty percent (50%) of any such percentage increase/decrease to the Base Rate that is above five percent (5%). For clarity, if the annual C.P.I. adjustment is five percent (5%) or below, then the Base Rates shall be increased/decreased by the applicable C.P.I. percentage in full.
- B. CONTRACTOR shall also be entitled to an additional increase in Base Rates from time to time during Contract Term to offset any change in uncontrollable conditions that increase the CONTRACTOR'S costs, including, but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the CONTRACTOR is to operate, or changes in federal, state or local laws, rules or regulations. Documentation and/or an explanation supporting the requested change in condition for such increase shall be submitted by CONTRACTOR to METRO at the time CONTRACTOR'S request is made via a letter of acceptance and must be submitted to METRO upon sixty (60) days' written notice prior to the implementation date.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

- A. CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.
- B. Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming service but prior to any substantial change in condition of the services caused by METRO.

4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers, if any, the undisputed amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the non-breaching party shall identify the breach and the party in breach of this agreement shall cure the performance within thirty (30) days. If the party in breach of this agreement fails to satisfactorily provide cure, the non-breaching party shall have the right to immediately terminate this Contract. Such termination shall not relieve party in breach of this agreement of any liability to the non-breaching party for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's contractors. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Equal Business Opportunity (EBO) Program Requirement

The Equal Business Opportunity (EBO) Program is not applicable in the execution of this Contract.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as an additional insured under the policies required below, except for workers' compensation and employer's liability policies, and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Business Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be coming on Metro Property or making on-site deliveries)

7.3. Commercial or Comprehensive General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.4. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.5. Such insurance shall:

- A. For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- B. Business Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. This insurance policy shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as a additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.
- C. CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.6. Other Insurance Requirements

- A. Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates (ACORD or equivalent) and amendatory endorsements effecting coverage required by this section and provide 30 days' written notice in the event that such insurance is terminated or, allowed to expire and 10 days written notice for policy cancellation due to premium nonpayment. Any such notice shall be made to:

**PROCUREMENTCOI@NASHVILLE.GOV (preferred method)
OR
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
730 2ND AVE SOUTH, STE 101
P.O. BOX 196300
NASHVILLE, TN 37219-6300**

- B. CONTRACTOR shall replace certificates and/or endorsements for any such insurance expiring prior to completion of services.
- C. CONTRACTOR shall maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.
- D. Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon an appeal to the METRO Director of Risk Management Services.

CONTRACTOR shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

- E. If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that its services will be performed in a safe and workmanlike manner and that it has obtained all required permits and licenses.

8.3. Intentionally Omitted

8.4. Confidentiality

- A. Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.
- B. The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information. Information which qualifies as "Sensitive Information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Sensitive Information.
- C. CONTRACTOR, and its Agents, for METRO, may have access to Sensitive Information. CONTRACTOR, and its Agents, are required to maintain such Sensitive Information in a manner appropriate to its level of sensitivity. All Sensitive Information must be secured at all times including, but not limited to, the secured

destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO's Sensitive Information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

- D. Upon the prior reasonable written request of METRO, CONTRACTOR shall return all information in the same form as disclosed or as mutually determined by the parties. In the event of any disclosure or threatened disclosure of METRO's Sensitive Information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

- A. All METRO information disclosed to CONTRACTOR under this Contract is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's prior reasonable written request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores on its electronic backup, archiving or disaster recovery systems if such information is readily accessible by CONTRACTOR.
- B. Any information provided to the CONTRACTOR from METRO under this Contract, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of METRO's primary information is not allowed outside United States' jurisdiction.

8.6. Information Security Breach Notification

CONTRACTOR shall notify METRO of any data breach involving METRO information within 72 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

- A. CONTRACTOR represents and warrants that Services, or any media upon which the Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.
- B. For CONTRACTOR managed systems that interact with METRO under this Contract, if any, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent

possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- i. Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- ii. Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

- A. CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a third party claim that the services furnished under this Contract infringe a third party's copyright, trademark, service mark, or patent rights. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action at Metro's own cost. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.
- B. If the services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:
 - i. Procure for METRO the right to continue using the services;
 - ii. Replace or modify the alleged infringing services with other equally suitable services that are satisfactory to METRO, so that they become non-infringing; or
 - iii. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided, however, that CONTRACTOR will not exercise the remove option above until CONTRACTOR and METRO have determined that the procure and/or replace options are impractical. CONTRACTOR shall have no liability to METRO, however, if any such infringement or claim thereof is based upon or arises out of:
 - iv. The use of services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
 - v. The use of services in a manner for which the services were neither designated nor contemplated; or,
 - vi. The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

- A. CONTRACTOR shall maintain documentation for all charges invoiced to METRO under this Contract. The accounting books, business records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract (hereinafter referred to as the "Records"), shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. Notwithstanding the provisions of the above and this Section 8.9, CONTRACTOR shall in no circumstances be obligated to disclose and METRO shall not have access to any Records or information which is deemed confidential or proprietary by CONTRACTOR. The Records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.
- B. All Records, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be

made available to METRO for inspection and copying upon prior reasonable written request from METRO. The Records shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon prior reasonable written request from METRO.

8.10. Monitoring

CONTRACTOR's activities conducted and Records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives upon prior reasonable written notice to CONTRACTOR.

METRO shall have the right, at its expense, during normal business hours and with reasonable advance written notice, to evaluate, test, and review at CONTRACTOR's premises the Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors, which are reasonably approved by CONTRACTOR.

8.11. METRO Property

Any METRO property disclosed under this Contract, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced by METRO during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO to CONTRACTOR.

Except as to Contracts involving Sensitive Information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain Sensitive Information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO Sensitive Information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO Sensitive Information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. 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 contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision in any other or subsequent occurrence or to exercise any right or remedy available to it in the future.

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of a dvice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards

is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any third party claims, damages, costs, and reasonable attorney’s fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any third party claims, damages, penalties, costs, and reasonable attorney’s fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. CONTRACTOR shall pay METRO any reasonable expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.21. Intentionally Omitted

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)

OR

METRO PURCHASING AGENT

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

730 2ND AVENUE SOUTH

PO BOX 196300

NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete

or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties. For clarity, the parties agree that any services reflected in the RFQ documentation that are not included in the services set forth under this Contract and its exhibits are not within the scope of this Contract and CONTRACTOR has no obligation to perform such work or services.

8.24. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, which shall mean for purposes of this Contract: any act of God, storm, flood, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, pandemic, epidemic, or other cause of similar or dissimilar nature beyond its control. As of the signing date of the contract, no conditions exist that constitutes a *force majeure* event. If either party's ability to perform its obligations hereunder is affected by an event of force majeure, such party shall promptly, upon learning of such event of force majeure and ascertaining that it will affect their performance hereunder, give notice to the other party within 48 hours of its discovery, describing in detail the nature of the event, its anticipated duration, and any remedial measures being taken to avoid or minimize its effect. The party affected by an event of force majeure shall give the other party regular (not less than monthly) progress reports on those remedial measures and such other information as the other party may reasonably request about the situation.

8.25. Governing Law

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

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. Severability

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

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Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Platform Waste Solutions, LLC

Platform Waste Solutions, LLC
833 SW Lemans Lane
Box #234
Lee's Summit, MO. 64082

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: **Brian Burns**

Address: 3108 BRANDAU RD, HERMITAGE, TN 37076-3503.

Email: chris@platformcap.com

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Contract Number 6519358

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

CONTRACTOR:

APPROVED AS TO PROJECT SCOPE:

Platform Waste Solutions, LLC
Company Name

Amanda Deaton-Mayer *ADM*
Director, Metro Water and Sewerage Services

Chris Bix
Signature of Company's Contracting Officer

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Chris Bix
Officer's Name

Michelle A. Hernandez Lane *ML*
Purchasing Agent

CEO
Officer's Title

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/TJE *KLF*
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd
Metropolitan Attorney

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

Exhibit A – Scope of Work

I. Scope for Annexation Collection

- A. Contractor shall provide Customers with once per week (Monday-Friday) Waste collection for a total of 75 routes per week. Service to all customers is anticipated to begin by July 1, 2022. The actual number of addresses the CONTRACTOR may be required to service may increase or decrease during the contract period.
1. CONTRACTOR shall collect Residential Waste generated at Residential Unit and placed in Polycarts once (1) per week (Monday – Friday) during the term of this Agreement. Residential Unit Customers must place their Carts curbside for service by 7:00 a.m. on the designated collection day.
 2. CONTRACTOR shall collect Waste generated at a Light Commercial Unit and placed in that Light Commercial Unit's Cart once (1) per week (Monday – Friday) during the term of this Contract. A Light Commercial Unit may not use more than two (2) Carts for Waste, unless approved in writing by Metro and CONTRACTOR. Light Commercial Units must place their Carts curbside for service by 7:00 a.m. on this designated collection day.
 3. Once per week pick-up days shall be mutually established by the CONTRACTOR and the METRO.
 4. Metro has the right to offer additional temporary or permanent Waste or recycling collection routes to the CONTRACTOR under this Contract, provided that both parties mutually agree in writing via a letter of acceptance, to the additional routes and all relevant details of service. METRO will be responsible for payment of any additional routes and CONTRACTOR shall be entitled to compensation at the current service rates under this Contract or rates mutually agreeable by the parties.

II. Metro Provided Services and Equipment

- A. METRO will provide and deliver all Carts for Residential and Light Commercial Unit waste collection services and will provide Cart maintenance, repair, and replacement during the term of the Contract. Only Waste placed in the METRO provided containers is required to be collected by CONTRACTOR. CONTRACTOR shall have no obligation to collect Unusual Accumulations.
- B. METRO will utilize hubNashville's 311 call center for customer service issues.
- C. METRO shall instruct Customers on the following regarding collection of Waste:
1. All Carts shall be placed in a location that is readily accessible to CONTRACTOR and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing.
 2. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close completely and securely. CONTRACTOR has no obligation to collect any Waste placed outside or on top of the Cart.
- D. METRO shall aid CONTRACTOR in resolving problems of Cart location by the Customer, including any residences located on inaccessible roads.
- E. METRO and Customers agree that all right of ways can bear the weight of the Polycarts and Contractor's vehicles. CONTRACTOR shall not be responsible for any damage to METRO's or the Customer's property, including pavement, subsurface or curbing, unless such damage is caused by CONTRACTOR'S negligence or misconduct.

III. Waste Delivery Location

- A. All Waste collected by the CONTRACTOR under this Contract shall be delivered only to the Republic

Services AAA Transfer Station, located at 1160 Freightliner Drive, Nashville, TN 37210 or a duly permitted disposal facility mutually agreed by the parties.

IV. Contractor Personnel and Equipment

- A. The CONTRACTOR must submit a list of key personnel who will be used under the Contract and notify METRO when key personnel change. CONTRACTOR will provide the name, contact information and role of each key personnel.
- B. The CONTRACTOR shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required in a safe, economical and efficient manner. Personnel shall operate an environmentally safe and clean facility and vehicles in compliance with all applicable local, state and federal laws.
- C. The CONTRACTOR must also supply all collection vehicles, equipment, maintenance, labor, supervision, materials and all other items necessary to perform the services required under the Contract.
 1. **Employee Qualifications:**
 - a. All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid Commercial Drivers License, of the appropriate class, issued by the Tennessee Department of Safety.
 2. **Employee Behavior:**
 - a. All CONTRACTORS' personnel must maintain a courteous and respectful attitude towards the public and METRO Government at all times.
 - b. At no time may a CONTRACTOR or its personnel solicit, request, or received gratuities of any kind.
 - c. The CONTRACTOR must direct its employees to avoid loud and/or profane language at all times during the performance of duties.
 - d. The CONTRACTOR must remove any employee of the CONTRACTOR who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous from service under the Contract.
 - e. In the event of a complaint about employee behavior made by a Customer or METRO, the CONTRACTOR must supply Metro with a verbal report within two (2) hours and a written report within one business day of the action taken by the CONTRACTOR.
 - f. Employees of the CONTRACTOR shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Waste collection service. Contractor shall immediately notify METRO, in writing, of such condition and of its inability to make collection.
 3. **Employee Training**
 - a. The CONTRACTOR must conduct training sessions to thoroughly instruct all employees as to their duties under the Contract and the proper methods of performing those duties. Employees must receive adequate training from the CONTRACTOR before starting work under the Contract. Instruction must include orientation on the specific routes to which they will be assigned in order to avoid delays and missed collections.
 - b. Employees in the field must be instructed to ensure that the rolling trash Carts supplied by Metro are returned to their required location after servicing, with lids closed.
 - c. The CONTRACTOR shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for the collection services required under this Contract. CONTRACTOR shall train its employees in the in solid waste collection to identify and not collect hazardous waste or infectious medical

waste.

- d. CONTRACTOR will train its employees as to METRO collection rules and regulations, ensuring employees can answer questions from citizens and follow METRO'S collection rules at the curb. This training is to be ongoing and included in new hire orientation. CONTRACTOR employees will also leave notices of improper Cart usage and general education when applicable.
- e. Upon reasonable prior written notice to CONTRACTOR, METRO may require a route "ride-along" with the CONTRACTOR'S drivers at any time during the Contract.

4. Employee Uniforms

- a. The CONTRACTOR must furnish each field employee with an appropriate uniform identifying them as an employee of the CONTRACTOR.
- b. Employees of the CONTRACTOR are required to wear the uniform at all times while on duty. The uniform should include either a short or long-sleeve shirt.
- c. All collection employees must wear a reflective safety personal protective equipment with the name of their company affixed.
- d. CONTRACTOR must supply employees with any safety equipment or gear required by local, state or federal rules and/regulations and any safety equipment or gear required by METRO'S waste disposal contractor.

5. Contractor's Collection Vehicles

- a. All Waste collected under this Contract shall be collected and transported by the CONTRACTOR in collection vehicles that shall be maintained and in good repair to prevent leaking, spilling or scattering of materials.
- b. All vehicles shall be of a size and type not to exceed the maximum legal limit for gross vehicle weight (GVW) at any time, even when fully loaded.
- c. Collection vehicles shall include the CONTRACTOR'S name, phone number and the CONTRACTOR'S unique vehicle identification number on the front, rear and both sides of the vehicle in letters no less than two and one-half (2 ½) inches high. CONTRACTOR shall not place Metro's logo on its vehicles.
- d. An amber warning strobe-type beacon and back-up warning beeper shall be permanently mounted and operational on the rear of all collection vehicles.
- e. CONTRACTOR shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by the contract. CONTRACTOR shall have available on collection days at least one dedicated vehicle per route and sufficient back-up vehicles for each type of collection vehicle used to respond to complaints and emergencies. Failure to maintain the dedicated one vehicle per route requirement may be considered a breach of contract. Sufficient back-up is defined as one back-up vehicle per five vehicles.
- f. The average age of the collection vehicles used by the CONTRACTOR under this Agreement shall be 7 years unless it is used only as a reserve vehicle. For purposes of this Agreement, a "reserve vehicle" shall mean a vehicle that is temporarily used by CONTRACTOR for Waste collection, in the event a normal fleet vehicle is damaged, destroyed, being repaired or is otherwise unavailable. Failure to maintain vehicles within the age requirements may be considered a breach of contract.
- g. The CONTRACTOR shall furnish METRO a written inventory of all vehicles used in providing service and shall update the inventory whenever it is modified and confirm this inventory quarterly. The inventory shall list, at a

minimum, all vehicles by manufacturers (chassis and body), ID number, age of vehicle and date of acquisition, type and capacity. Metro reserves the right to inspect the inventory of vehicles at the contractor's local facility upon reasonable prior written notice.

V. Contractor Responsibilities

- A. It shall be the CONTRACTOR'S responsibility to have equipment of suitable type and in proper condition to operate and maintain uninterrupted schedules. CONTRACTOR shall maintain all vehicles and equipment in a clean and safe working condition.
- B. The CONTRACTOR shall meet all applicable rules, regulations, zoning, permitting, registration and licensing requirements whether local, state or federal and determine the applicability of any rule, regulation or other requirement.
- C. The CONTRACTOR shall acquire all necessary local, state and federal licenses and permits prior to starting work under the Contract. Such fees are the responsibility of the CONTRACTOR.
- D. The CONTRACTOR shall follow reasonable instructions provided by Metro personnel which are in accordance with the requirements of this Contract.
- E. CONTRACTOR shall meet all safety regulations set forth by the Tennessee Department of Transportation and the Federal Department of Transportation.
- F. CONTRACTOR shall endeavor to maintain the same hours of service as that of METRO beginning collection service at 7 AM Monday through Friday and finishing collection service no later than 5 PM.
- G. CONTRACTOR may not allow Waste collected from METRO contracted addresses to be mixed with any Waste collected from non-METRO contracted addresses or containers.
- H. In the event a route requires alley service hand collection and the use of a rear load vehicle by CONTRACTOR, then CONTRACTOR and the CONTRACTOR'S employees shall endeavor not to collect and/or empty waste containers that contain cardboard, yard waste, electronics or any other materials banned from waste containers within Davidson County. CONTRACTOR'S failure to collect and/or empty such waste containers shall not be considered a missed collection or a violation of this Contract. If three or more Carts are located at any Customer service address under this Contract, the CONTRACTOR shall not empty more than 2 Carts unless previously notified by METRO. METRO will provide an updated Cart count per address to the CONTRACTOR weekly. METRO may change the number of allowed collection Carts per service address and will notify the Customer and CONTRACTOR within 30 days of such change.
- I. CONTRACTOR shall be required to provide Disabled Door-to-Truck Service and Paid Door-to-Truck Service at Residential Unit addresses provided to CONTRACTOR in writing by METRO. Disabled Door-to-Truck Service is provided to residents with disabilities and Paid Door-to-Truck Service is provided to pre-qualified residents that have been confirmed by METRO and have executed either a Backdoor Trash Collection Waiver Request ("Disabled Waiver Form") or a Private Road Waiver Form ("Paid Waiver Form"), example forms which are attached hereto as Exhibit C – Backdoor Trash Collection Waiver Request Form and Exhibit D - Private Road Waiver Request Form. For purposes of the Disabled Waiver Form and Paid Waiver Form only, Waste Management, Inc. of Tennessee is included as an independent contractor retained by METRO to provide Waste collection services to residents in the Urban Services District and qualifies as a "contractor" for the purpose of providing back yard pickup service in accordance with Metropolitan Code Section 10.20.200. Disabled Door-to-Truck Service and Paid Door-to-Truck Services requires that an approved Customer shall place their Cart outside their garage or carport area and a CONTRACTOR employee will roll the Cart to the collection vehicle, empty its contents, and return the Cart to the original location. CONTRACTOR has no obligation to provide Disabled Door-to-Truck Service or Paid Door-to-Truck Service if the original location of the Cart is located more than 100 feet from the

curb or roadway where the collection truck stops. CONTRACTOR will be required to provide, at no additional cost, collection of up to a maximum of (1500). Customers who qualify for Disabled Door-to-Truck Service for the Annexation collection routes. In the event the number of Disabled Door-to-Truck Customers exceeds 1500, then CONTRACTOR shall charge METRO the rate set forth in Exhibit B for additional Disabled Door-to-Truck Service collection. CONTRACTOR shall charge METRO the rate set forth in Exhibit B for any Paid Door-to-Truck Service collections.

- J. The CONTRACTOR shall collect Waste from METRO Customers once per week Monday through Friday, except on the following Holidays (New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day) by suspension of collection services on the holiday. Saturday shall be considered a working day only when a holiday falls on a weekday (Monday through Friday) which causes collection to be deferred by one day beginning on the holiday and sliding to the next working day, including Saturday. Collection shall be provided every scheduled working day, including bad weather days, unless Metro's Director informs CONTRACTOR of a suspension of collection. Holidays may be changed upon the determination of the Director upon thirty (30) days prior written notice to contractor.

VI. Metro's Right to Inspect

- A. METRO shall have the right to:
1. Inspect any facility or project site where any services under the Contract are performed upon reasonable prior written notice to CONTRACTOR.
 2. Inspect any equipment used by the CONTRACTOR to perform services upon reasonable prior written notice to CONTRACTOR.
 3. Inspect and audit the CONTRACTOR'S records related to this work and any invoices and payments sent to METRO upon reasonable prior written notice to CONTRACTOR in accordance with Sections 8.9 and 8.10 of the Contract.

VII. Minimum Qualifications

CONTRACTOR must confirm upon execution of this agreement and annually certify that:

- A. CONTRACTOR has ten (10) years of experience providing services similar in scope in this contract.
- B. CONTRACTOR will supply all materials, equipment and staffing to provide the services required in this contract and in the timeframe described herein.
- C. CONTRACTOR will follow all federal, state and local laws, polices or requirements and have all required licenses or permits.
- D. CONTRACTOR has not received a corporate criminal conviction within the past three (3) years.
- E. CONTRACTOR is not currently rendered ineligible from doing business or receiving monetary benefits with a government agency because of debarment or suspension by EPA.

VIII. Reports and Invoices

- A. CONTRACTOR shall be required to submit regular reports and invoices in a format and frequency mutually approved by the parties. Regular reports include, but are not limited to:
- B. CONTRACTOR shall be required to submit the following daily reports:
 - No later than 7 AM on collection day with the following:
 - List of curbside and alley routes to be completed
 - Total number of operational ASL trucks on routes
 - Total number of operational rear load trucks on routes
 - Total number of ASL drivers onsite
 - Total number of rear load drivers onsite
 - At end of collection day with the following:

- List of curbside and alley routes showing percent completed and time routes were completed
- C. Weekly reports responding to or reporting on the validity of any Customer complaint forwarded by Metro to the contractor. Complaints would include missed pickup, property damage, etc. received by CONTRACTOR.
- D. Monthly reports detailing any Waste collected by the CONTRACTOR under this Contract that is not delivered to the Republic Services AAA Transfer Station, including tonnage records from the mutually agreed disposal facility.

IX. Contactor's Performance

- A. All work of the CONTRACTOR shall be completed in a responsible manner in accordance with the Contract terms. All accidents and incidents must be reported to METRO on the date of occurrence.
- B. CONTRACTOR shall not be responsible for scattered Waste unless the same has been caused by CONTRACTOR, in which case such scattered Waste shall be timely collected by CONTRACTOR. Each of CONTRACTOR'S vehicles shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Waste onto public or private property.
- C. All Customer service complaints shall be directed to the Metro Government hubNashville 311 call center. Metro Public Works will generate an electronic work order outlining all complaints received. All complaints received by METRO will be sent to CONTRACTOR within one business day of receipt. CONTRACTOR shall recover all verified missed pickups within one business day of receipt. If a missed pickup complaint is received on a Friday, CONTRACTOR will recover the verified missed pickup on the following Monday. CONTRACTOR will respond to other types of Customer complaints received by CONTRACTOR within one business day of receipt. Upon resolution of the complaint by the CONTRACTOR, the CONTRACTOR will close the work order and resubmit to METRO. The CONTRACTOR must inform METRO of the date, time and action taken to resolve the complaint.

Failure to remedy the cause of any verified missed pickup complaint within one business day of receipt by CONTRACTOR will be considered a breach of contract with METRO, subject to all applicable notice and cure language. In lieu of termination, METRO may, but is not required to, assess against CONTRACTOR the following amounts as liquidated damages, which assessments, if any, may be deducted from the applicable invoice payment by METRO on a monthly basis. Prior to deducting any liquidated damages charges from payments due to the CONTRACTOR, METRO shall provide CONTRACTOR with written notice and details of all claims giving rise to any charges it plans to assess, and allow the CONTRACTOR to respond or disprove the claims event. CONTRACTOR shall send its response and/or proof to METRO within 14 days after receipt of notice. If CONTRACTOR fails to respond to METRO'S notice of claimed liquidated damages charges or fails to provide information refuting the claim, then METRO may automatically deduct the total charge from the payment due to the CONTRACTOR. Any liquidated damages assessed but not deducted by METRO within 90 days of the date of the breach will be deemed waived by METRO. Notwithstanding the preceding sentences in this paragraph, the parties agree that no liquidated damages shall be assessed by METRO against CONTRACTOR (i) during the first six months of the term of this Contract or (ii) during any *force majeure* event or circumstance.

1. Failure to clean up spilled material, or equipment leaks resulting from loading and/or

- transporting solid waste within one (1) working days of notification: **\$500.00**
2. Failure to collect solid waste from any METRO customer in accordance with the collection route provided by METRO within the CONTRACTOR's designated service area within twenty-four (24) hours of notification of verified missed collection:
 - a. First Miss: **Monthly contracted rate for ASL and RL route per service unit.**
 - b. For any additional misses within a 60 day period of the initial missed pickup at the same address: **Double the monthly contracted rate for ASL and RL for any additional miss after the first miss.**
 3. Failure to provide collection service to a group of accounts (missed area, or non-completed route, such as an entire street, subdivision or neighborhood) within the contractors designated service area within twenty-four (24) hours of notification of a verified missed collection:
 - a. First Miss: **Monthly contracted rate for ASL and RL route per service unit per service unit multiplied by the number of service units within the missed area/incomplete route.**
 - b. For any additional misses within a 60-day period of the initial missed pickup at the same address: **Double the monthly contracted rate for ASL and RL for any additional miss after the first miss.**
 4. **Excessive complaints during any given week. Complaint call volume/online submission of complaints for confirmed missed collections in excess of 200 per week: \$1.00 per call over 200.**
 5. Failure to maintain vehicle in manner that prevents nuisances such as leaky seals or hydraulic leaks: **\$100.00 per incident.**
- D. 1. Sixty days from contract initiation and every month thereafter, Metro will assess CONTRACTOR'S performance based on route completion. If it is found that:
- a. more than 5 entire streets are missed and not collected within 24 hours, or
 - b. daily assigned routes are not being initiated on schedule; i.e. Monday routes not collected on Monday, or
 - c. 30% of routes are not completed for more than two consecutive days, or
 - d. CONTRACTOR failed to comply with the one vehicle per route requirement, pursuant to Section IV(C)(5)(e) for two consecutive days, then
- CONTRACTOR is in breach of this agreement and METRO may, at METRO's sole discretion:
- e. Assume and/or assign routes to other vendors until such time that CONTRACTOR can demonstrate, to METRO's satisfaction, that it is capable of reassuming the routes, and/or
 - f. Pursue termination as outlined in the CONTRACT Section 5.1(A).
2. If METRO determines that routes may need to be reassigned, METRO will provide minimum of 7-days-notice, except in the case of public health and safety emergency, as determined by METRO. If METRO determines that a public health and safety emergency exists as a result of CONTRACTOR's failure to collect, METRO may immediately, after notifying CONTRACTOR, assume or assign routes to other vendors

X. Bond

- A. CONTRACTOR must provide a performance bond to METRO prior to execution of the Contract. The bond amount will be based upon the annual estimated fees to be paid by METRO to CONTRACTOR. The first year of the bond will be the projected cost to Metro for the first year of Solid Waste collection service. Every year after, for the life of the Contract, the bond shall be renewed at an amount equal to the previous year's Contract cost. The bond must be issued by a surety, duly authorized to do business in the State of Tennessee. The bond must be accompanied by a "power of attorney" evidencing that the person executing the bond is duly authorized to do so on behalf of the

surety.

Exhibit B Monthly Pricing and Rates

Residential Waste Collection Services

Route Number	Route Type	Houses/ Route	Price/ House	Cost	Additional Carts	Price/ Additional Cart	Cost
8101A	ASL	743	\$7.80	\$5795.40	116	\$2.00	\$232.00
8102A	ASL	799	\$7.80	\$6232.20	126	\$2.00	\$252.00
8103A	ASL	860	\$7.80	\$6708.00	132	\$2.00	\$264.00
8104A	ASL	806	\$7.80	\$6286.80	138	\$2.00	\$276.00
8105A	ASL	844	\$7.80	\$6583.20	106	\$2.00	\$212.00
8106A	ASL	849	\$7.80	\$6622.20	105	\$2.00	\$210.00
8107A	ASL	927	\$7.80	\$7230.60	94	\$2.00	\$188.00
8108A	ASL	885	\$7.80	\$6903.00	113	\$2.00	\$226.00
8109A	ASL	813	\$7.80	\$6341.40	127	\$2.00	\$254.00
8110A	ASL	727	\$7.80	\$5670.60	135	\$2.00	\$270.00
8111A	ASL	827	\$7.80	\$6450.60	139	\$2.00	\$278.00
8122S	RL	449	\$9.50	\$4265.50	80	\$2.00	\$160.00
8123S	RL	423	\$9.50	\$4018.50	70	\$2.00	\$140.00
8124S	RL	488	\$9.50	\$4636.00	54	\$2.00	\$108.00
8125S	RL	124	\$9.50	\$1178.00	22	\$2.00	\$44.00
8201A	ASL	832	\$7.80	\$6489.60	130	\$2.00	\$260.00
8202A	ASL	925	\$7.80	\$7215.00	115	\$2.00	\$230.00
8203A	ASL	974	\$7.80	\$7597.20	172	\$2.00	\$344.00
8204A	ASL	783	\$7.80	\$6107.40	121	\$2.00	\$242.00
8205A	ASL	636	\$7.80	\$4960.80	119	\$2.00	\$238.00
8206A	ASL	674	\$7.80	\$5257.20	113	\$2.00	\$226.00
8207A	ASL	835	\$7.80	\$6513.00	171	\$2.00	\$342.00
8208A	ASL	1,038	\$7.80	\$8096.40	264	\$2.00	\$528.00
8209A	ASL	878	\$7.80	\$6848.40	174	\$2.00	\$348.00
8210A	ASL	644	\$7.80	\$5023.20	141	\$2.00	\$282.00
8211A	ASL	899	\$7.80	\$7012.20	247	\$2.00	\$494.00
8222S	RL	644	\$9.50	\$6118.00	123	\$2.00	\$246.00
8223S	RL	717	\$9.50	\$6811.50	146	\$2.00	\$292.00
8224S	RL	448	\$9.50	\$4256.00	87	\$2.00	\$174.00
8225S	RL	526	\$9.50	\$4997.00	111	\$2.00	\$222.00
8226S	RL	87	\$9.50	\$826.50	8	\$2.00	\$16.00
8301A	ASL	737	\$7.80	\$5748.60	19	\$2.00	\$38.00
8302A	ASL	801	\$7.80	\$6247.80	134	\$2.00	\$268.00
8303A	ASL	712	\$7.80	\$5553.60	149	\$2.00	\$298.00
8304A	ASL	833	\$7.80	\$6497.40	244	\$2.00	\$488.00
8305A	ASL	799	\$7.80	\$6232.20	83	\$2.00	\$166.00
8306A	ASL	725	\$7.80	\$5655.00	170	\$2.00	\$340.00

8307A	ASL	730	\$7.80	\$5694.00	117	\$2.00	\$234.00
8308A	ASL	778	\$7.80	\$6068.40	125	\$2.00	\$250.00
8309A	ASL	848	\$7.80	\$6614.40	103	\$2.00	\$206.00
8310A	ASL	630	\$7.80	\$4914.00	93	\$2.00	\$186.00
8311A	ASL	948	\$7.80	\$7394.40	143	\$2.00	\$286.00
8322S	RL	780	\$9.50	\$7410.00	106	\$2.00	\$212.00
8323S	RL	828	\$9.50	\$7866.00	146	\$2.00	\$292.00
8324S	RL	853	\$9.50	\$8103.50	61	\$2.00	\$122.00
8401A	ASL	766	\$7.80	\$5974.80	124	\$2.00	\$248.00
8402A	ASL	747	\$7.80	\$5826.60	135	\$2.00	\$270.00
8403A	ASL	894	\$7.80	\$6973.20	135	\$2.00	\$270.00
8404A	ASL	952	\$7.80	\$7425.60	134	\$2.00	\$268.00
8405A	ASL	1,007	\$7.80	\$7854.60	153	\$2.00	\$306.00
8406A	ASL	862	\$7.80	\$6723.60	118	\$2.00	\$236.00
8407A	ASL	777	\$7.80	\$6060.60	88	\$2.00	\$176.00
8408A	ASL	953	\$7.80	\$7433.40	128	\$2.00	\$256.00
8409A	ASL	950	\$7.80	\$7410.00	181	\$2.00	\$362.00
8410A	ASL	873	\$7.80	\$6809.40	141	\$2.00	\$282.00
8411A	ASL	728	\$7.80	\$5678.40	140	\$2.00	\$280.00
8422S	RL	654	\$9.50	\$6213.00	18	\$2.00	\$36.00
8423S	RL	632	\$9.50	\$6004.00	44	\$2.00	\$88.00
8424S	RL	645	\$9.50	\$6127.50	65	\$2.00	\$130.00
8501A	ASL	576	\$7.80	\$4492.80	109	\$2.00	\$218.00
8502A	ASL	726	\$7.80	\$5662.80	171	\$2.00	\$342.00
8503A	ASL	992	\$7.80	\$7737.60	201	\$2.00	\$402.00
8504A	ASL	951	\$7.80	\$7417.80	266	\$2.00	\$532.00
8505A	ASL	825	\$7.80	\$6435.00	188	\$2.00	\$376.00
8506A	ASL	981	\$7.80	\$7651.80	257	\$2.00	\$514.00
8507A	ASL	987	\$7.80	\$7698.60	178	\$2.00	\$356.00
8508A	ASL	686	\$7.80	\$5350.80	130	\$2.00	\$260.00
8509A	ASL	865	\$7.80	\$6747.00	137	\$2.00	\$274.00
8510A	ASL	1,040	\$7.80	\$8112.00	268	\$2.00	\$536.00
8511A	ASL	587	\$7.80	\$4578.60	116	\$2.00	\$232.00
8522S	RL	168	\$9.50	\$1596.00	14	\$2.00	\$28.00
8523S	RL	419	\$9.50	\$3980.50	14	\$2.00	\$28.00
8524S	RL	444	\$9.50	\$4218.00	11	\$2.00	\$22.00
8525S	RL	461	\$9.50	\$4379.50	31	\$2.00	\$62.00
8526S	RL	416	\$9.50	\$3952.00	16	\$2.00	\$32.00
		55,670		\$451,576.20	9,203		\$18,406.00

Cost/Disabled Backdoor Customer after 1,500: \$30

Cost/Paid Backdoor Customer: \$30



Metropolitan Nashville & Davidson County

Metro Nashville Waste Services
943 Dr. Richard G. Adams Dr., Nashville, TN 37207
Phone: 615-862-5000 Fax: 615-862-8619



Backdoor Trash Collection Waiver Request

Service Address

Mailing Address (if different from Service Address)

Name: _____
Address: _____
City/Zip Code: _____
Phone Number: _____

Residents in the Urban Services District with Metro Waste Services trash collection are eligible for Backdoor Trash Waivers if they have a documented disability and no one in the home to assist them. **(Metropolitan Code, Section 10.20.220)**

Disability - The Department shall deem a person to have a "documented disability" qualifying the person for free backyard collection service upon receipt of an application accompanied by a written statement from a physician certifying that the person is disabled by a condition, the nature of which is specified, so as not to be able to, without great difficulty, place the person's garbage and rubbish collection containers in an adjacent alley, on the adjacent curb or on the side of a public road or street at a location approved by the Department as provided in this section.

YOU MUST ATTACH THE FOLLOWING:

1. A written statement from your doctor.
2. Copy of your identification showing your name and address (Driver's License, voter's registration card, etc).

Certification

I have a physical disability that prevents me from performing this task and have no one in my home to assist me. I understand the following:

- Metro Waste Services has the right to verify a need for this waiver.
- I will report any changes in my circumstances such as moving to another address or having someone in my home to help me to Metro Waste Services at 615-862-5000.
- Yard waste must be placed at the curb or alley for collection.
- Waivers are valid for two (2) years.
- My carts will be placed in a convenient and safe point in the yard/driveway for small truck access. If behind a gate, the gate must be at least 40 inches wide and left open to provide safe and convenient access.

By signing this waiver, I certify that the above information is true to the best of my knowledge, and I grant access to my collection containers by all Metropolitan Government vehicles, personnel, and contractors for the purpose of providing Backdoor Collection Services in accordance with Metropolitan Code Section 10.20.220. I agree to indemnify and hold Metro and its contractors harmless against any and all claims and liabilities asserted by third parties alleging any damage or loss resulting from the services contemplated herein and to waive and release Metro from any claims and liabilities resulting from the services contemplated herein. I warrant that my property is free from known defects and that access to my trash collection containers is designed to withstand commercial trash collection equipment and vehicle traffic.

Signature

Date

RETURN COMPLETED FORM TO:
Metro Nashville Waste Services
943 Dr. Richard G. Adams Dr., Nashville, TN 37207



Requests for ADA accommodation should be addressed 615-862-5000.



Metropolitan Nashville & Davidson County

Metro Nashville Waste Services
943 Dr. Richard G. Adams Dr., Nashville, TN 37207
Phone: 615-862-5000 Fax: 615-862-8619



Private Road Waiver

Name of Streets and/or Homeowner's Association:

Contact Name:

Contract Address:

Phone Number:

By signing this waiver, I certify that I am the property owner, an agent of the owner with the actual authority to waive the owner's rights to the full extent contemplated herein, and/or have the authority to bind the above homeowners association to this agreement for the provision of trash and recycling collection by the Metropolitan Government of Nashville and Davidson County ("Metro") at the above listed Premises utilizing my private or the HOA's private road(s) and/or driveway(s).

I/The HOA has requested that Metro provide collection service at the Premises. I/The HOA understand that, if the private roads or driveways at the Premises are not built to withstand the weight of Metro's collection vehicles, damage may result to such roads or driveways or other property at the Premises, even if Metro takes normal precautions in operating its vehicles.

I/The HOA hereby grant access to collection containers by all Metro vehicles, personnel, and contractors for the purpose of providing trash and recycling collection.

As a condition to Metro providing the requested services, I/the HOA agree to indemnify and hold Metro and its contractors harmless against any and all claims and liabilities asserted by third parties alleging any damage or loss resulting from the services contemplated herein and to waive and release Metro from any claims and liabilities resulting from the services contemplated herein.

I/the HOA warrant that the Premises is free from known defects and that access to trash collection containers is designed to withstand commercial trash collection equipment and vehicle traffic.

This wavier shall be binding upon the successors and assigns of Property owner and/or HOA, including but not limited to any subsequent property owner of the Premises. Property Owner and/or HOA agrees to notify Metro in advance of any such change.

Please include any additional necessary signatures i.e. association president, property owners, etc.

Signatures (I/we certify that the above information is true to the best of my/our knowledge).

Date

RETURN COMPLETED FORM TO:

Metro Waste Services – Private Road/Homeowner Association Approval
943 Dr. Richard G. Adams Dr., Nashville, TN 37207

Certificate Of Completion

Envelope Id: 4A1D791EC11A4E3F98D6DE374621BAF5	Status: Sent
Subject: URGENT!!! Metro Contract 6519358 with Platform Capital Waste Solutions, LLC (Water Services)	
Source Envelope:	
Document Pages: 33	Signatures: 10
Certificate Pages: 17	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
6/21/2022 2:14:23 PM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Gary Clay		Sent: 6/21/2022 2:44:38 PM
Gary.Clay@nashville.gov		Viewed: 6/21/2022 3:35:03 PM
Asst. Purchasing Agent		Signed: 6/21/2022 3:36:50 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image	
	Using IP Address: 170.190.198.190	

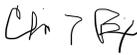
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amanda Deaton-Moyer		Sent: 6/21/2022 3:37:00 PM
Amanda.Deaton-Moyer@nashville.gov		Viewed: 6/21/2022 3:52:26 PM
Security Level: Email, Account Authentication (None)		Signed: 6/21/2022 3:52:46 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.192	

Electronic Record and Signature Disclosure:
Accepted: 6/21/2022 3:52:26 PM
ID: 1f175ad9-6d85-4081-bf34-fe069a6862e5

Rose Wood		Sent: 6/21/2022 3:52:51 PM
Rose.Wood@nashville.gov		Viewed: 6/21/2022 9:30:02 PM
Finance Admin		Signed: 6/21/2022 9:30:20 PM
Metro Finance Dept. OMB		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chris Bix		Sent: 6/21/2022 9:30:29 PM
chris@platformcap.com		Viewed: 6/24/2022 8:45:42 AM
Security Level: Email, Account Authentication (None)		Signed: 6/24/2022 8:49:06 AM
	Signature Adoption: Drawn on Device	
	Using IP Address: 136.34.148.203	

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
<p>Accepted: 6/24/2022 8:45:42 AM ID: b24b7f02-a984-4d6a-b731-263f21e48d1f</p> <p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 172.58.146.203 Signed using mobile</p>	<p>Sent: 6/24/2022 8:49:15 AM Viewed: 6/24/2022 12:13:09 PM Signed: 6/29/2022 10:30:24 AM</p>
<p>Amanda Deaton-Moyer Amanda.Deaton-Moyer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Amanda Deaton-Moyer</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192</p>	<p>Sent: 6/29/2022 10:30:29 AM Viewed: 6/29/2022 10:46:27 AM Signed: 6/29/2022 10:46:57 AM</p>
<p>Accepted: 6/29/2022 10:46:27 AM ID: feeaee2a-dac6-42e9-9fd0-82f9adf3c44f</p> <p>Kelly Flannery/TJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Kelly Flannery/TJE</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 6/29/2022 10:47:02 AM Viewed: 6/29/2022 11:10:42 AM Signed: 6/29/2022 11:13:35 AM</p>
<p>Accepted: 6/29/2022 11:10:42 AM ID: a840cc28-4778-4923-95ac-cab0a56a8772</p> <p>Kelly Flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Kelly Flannery</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 6/29/2022 11:13:40 AM Viewed: 6/29/2022 11:27:01 AM Signed: 6/29/2022 11:27:18 AM</p>
<p>Accepted: 6/29/2022 11:27:01 AM ID: 2baf4fe8-c35c-4f94-92bc-0c2613e2e50d</p> <p>Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Tara Ladd</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 7/14/2022 11:01:24 AM Viewed: 7/14/2022 11:09:24 AM Signed: 7/14/2022 11:09:50 AM</p>
<p>Accepted: 7/14/2022 11:09:24 AM ID: 1968e984-b4e3-4f6e-8de3-e25ced1965e0</p> <p>Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)</p>		<p>Sent: 7/15/2022 9:58:59 AM</p>

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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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John Stewart
john.stewart@nashville.gov
Security Level: Email, Account Authentication (None)
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 7/15/2022 8:46:50 AM
ID: df475a8f-0d59-4caa-980a-3c253d8bdc2c

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Sent: 7/15/2022 9:58:56 AM

Tara Ladd
tara.ladd@nashville.gov
Assistant Metropolitan Attorney
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 7/15/2022 9:09:37 AM
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Sent: 7/15/2022 9:58:58 AM
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Terri L. Ray
Terri.Ray@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Christopher Wood
Christopher.Wood@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stephanie Belcher
Stephanie.belcher@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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Carbon Copy Events	Status	Timestamp
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/30/2022 10:56:54 AM ID: 4832c0bb-7b23-457a-b307-2422c7cb3075		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/15/2022 9:28:35 AM ID: e9254179-ec6d-44ca-ba6e-ab75ccf8a008		
Eric Kruger eric@platformcap.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jessica Angulo jessica.angulo@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/21/2022 2:44:38 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

July 15, 2022

Jacob Walker
Platform Waste Solutions, LLC
833 SW Lemans LN #234
Lees Summit, MO 64082-4618

Re: Letter of Assignment Consent for Contract No. 15723

To whom it may concern:

The Metropolitan Government of Nashville and Davidson County ("Metro") has completed the review of the bankruptcy proceedings of Red River Waste Solutions, LP ("Red River") and Contract **15723** dated **July 27, 2004**. The Metropolitan Government agrees to consent to Contract 15723's termination and acceptance of Contract 6519358 as follows.

The original contract holder of Contract 15723, **Red River Waste Solutions, LP**, has consented and agreed to the rejection and termination of Contract 15723 in conjunction with the sale of its assets (the "Sale") to **Platform Waste Solutions, LLC** {"Platform"}. Metro agrees to accept Contract 6519358 with Platform, contemporaneously at the closing of the Sale (the "Closing"). Upon execution at the Closing, Contract 15723 will be deemed rejected and terminated, and Contract 6519358 will become effective. Metro agrees that Platform may (but shall not be obligated) to terminate its obligations under Contract 6519358 without incurring any liability to Metro if the Contract 6519358 is not effective by July 31, 2022, and such termination shall make Contract 6519358 null, void, and of no force and effect.

Contractor:
Red River Waste Solutions, LP

Contracting Authority Signature

James Calandra
Contracting Authority Name

7/15/2022
Date Signed

Contractor:
Platform Waste Solutions, LLC

Contracting Authority Signature

Jacob Walker
Contracting Authority Name

7/15/2022
Date Signed

The Metropolitan Government of Nashville and Davidson County:

Michelle R Hernandez Lane

Purchasing Agent

7/15/2022 | 11:47 AM CDT

Date Signed

JOHN COOPER
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF WATER AND SEWERAGE SERVICES
Waste Services Division
1600 2nd Ave N
Nashville, TN 37208

July 15, 2022

Vice Mayor Shulman,

Metro Water Services, Waste Services Division, is requesting that the resolution to approve a contract between Metro and Platform Waste Solutions for residential waste collection services be approved for late filing. Platform Waste Solutions has acquired Red River's contract with Metro and will start collection in July.

Sincerely,

Scott Potter
Director

{N0482963.1}
need assistance



For accommodation, please contact Metro Water Services,
at 615-862-4862, 1600 Second Avenue North, Nashville, Tennessee 37208.

089

If you

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2022-1168

Mr. President –

I hereby move to amend Ordinance No. BL2022-1168 by amending Section 2, proposed Metropolitan Code of Laws Section 9.20.060, as follows:

The metropolitan Nashville police department shall be responsible for the enforcement of violations of this chapter. In addition to enforcement by the metropolitan Nashville police department, the department of codes administration shall also be responsible for the enforcement of the provisions of Sections 9.20.010.A and 9.20.020.A.

SPONSORED BY:

Burkley Allen
Member of Council

SUBSTITUTE ORDINANCE NO. BL2022-1250

An Ordinance to amend Title 2 of the Metropolitan Code of Laws to create the Nashville Entertainment Commission.

WHEREAS, Tennessee’s entertainment sector includes more than 28,000 workers at 1,500 businesses. Over the last decade, motion picture and video production has grown by 57 percent and music production has grown by 37 percent; and

WHEREAS, in order to manage and foster this growth, the Metropolitan Government desires to create a dedicated commission to assist and support the entertainment sector in Nashville and Davidson County; and

WHEREAS, a dedicated entertainment commission would help support and promote the entertainment industry, including its workforce, business services, and talent, by recruiting new entertainment projects to the state; and by helping local productions grow and enhance business; and

WHEREAS, an entertainment commission would foster Nashville and Davidson County’s entertainment economy, including film, music, television, commercials, ~~video games and virtual reality projects~~ applied design, interactive media, and video games; and

WHEREAS, in 2006, the State of Tennessee, via the Tennessee Film Commission, passed the Visual Content Act to compete with cities and states that already had or would soon create film incentives in the form of rebates, and/or transferable tax credits; and

WHEREAS, the Tennessee Film Commission subsequently changed its brand to the Tennessee Entertainment Commission to include other entertainment industries; and

WHEREAS, in 2018 the Tennessee Entertainment Commission and Tennessee Department of Economic and Community Development (“ECD”) proposed and secured the passage of legislation for an expansion of the Visual Content Act to enable incentives to include feature films, television, video games, animation, digital entertainment and music scoring; and

WHEREAS, in 2021 the Tennessee Entertainment Commission and ECD proposed and secured passage of legislation for a new Franchise and Excise (“F&E”) Tax Credit that could be applied to all entertainment industry categories served by the Tennessee Entertainment Commission; and

WHEREAS, it is the desire of the Metropolitan Government for a newly created Nashville Entertainment Commission (NEC) ~~to be temporarily staffed by the Mayor’s Office of Economic and Community Development while endeavoring to establish a permanent~~ that will work with the newly created Office of Music, Film and Entertainment ~~in the future~~; and

WHEREAS, the creation of an entertainment commission is to the benefit of the citizens of Nashville and Davidson County through the recruitment of out-of-state projects and development of locally created content that will help drive tourism and additional tax revenues to Metro Nashville.

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

Section 1. That Title 2 of the Metropolitan Code of Laws is hereby amended by creating a new Chapter 2.147 as follows:

Chapter 2.147 – Nashville Entertainment Commission

2.147.010 – Established.

There is hereby established a commission to be known as the “Nashville Entertainment Commission”, referred to in this chapter as “commission.”

2.147.020 – Definitions.

“Music industry” means commercial activity that involves the production, distribution, and sale of music. Occupations in the music industry include, but are not limited to, recording artists, musicians, songwriters, composers, music producers, record label executives, recording studio owners, recording engineers, music venue owners, and music marketing professionals.

“Film industry” means commercial activity that involves the production, distribution, and sale of film and television. Occupations in the film industry include, but are not limited to, actors, film and television studio executives, location scouts, screenwriters, directors, casting agents, film and television producers, crew members, editors, ~~and~~ film and television marketing professionals and publishing rights organizations.

“Entertainment industry” means commercial activity that involves the production, distribution, and sale of entertainment, including the music industry and film industry. Occupations in the entertainment industry include, but are not limited to, occupations in the music industry, occupations in the film industry, managers, publicists, stylists, theatre companies, playwrights, theater directors, ~~location scouts~~, videographers, voiceover artists, video game designers, ~~and~~ video game developers, and other entertainment industry marketing professionals.

2.147.030 – Membership and term of office.

A. The commission shall be composed of ~~45~~ 11 members. ~~Six-Three~~ members shall be appointed by the metropolitan council, ~~four~~ three members shall be appointed by the mayor, and five members shall be nominated by members of the public and selected by the metropolitan council. Of the five members nominated by the public, one member shall be selected by the council from nominations submitted by the International Alliance of Theatrical Stage Employees (IATSE) and one member shall be selected by the council from nominations submitted by the Screen Actors Guild - American Federation of Television and Radio Artists (SAG-AFTRA)

B. All members of the commission, including those members nominated by the public, shall hold occupations in either the film industry, music industry, and/or entertainment industry and must have at least five years of experience in their occupation. The five years of experience shall be representative of regional, national, and international work. Each member must demonstrate that they are able to recruit and/or market new productions to Nashville. No more than six members on the commission may be representatives from either the film industry or the music industry at any one time. One member must be a representative of an entertainment industry union, five members must be representatives of the music industry, five members must be representatives of the film industry, and four members must be representatives of the entertainment industry.

C. The commission shall be comprised of members that represent the diversity of the residents of Nashville and Davison County.

D. Members of the commission shall serve without compensation.

E. Except for the initial appointees, commission members shall serve staggered five-year terms. Of the initial members appointed, three members shall be appointed for one year, three members shall be appointed for two years, three members shall be appointed for three years, three members shall be appointed for four years, and three members shall be appointed for five years.

2.147.040 – Purpose of the commission.

The purpose of the commission shall be to:

- A. Establish, promote, market, maintain and grow business relationships related to recruitment of entertainment industry to Nashville and Davidson County, and development and promotion of the entertainment industry in Nashville and Davidson County, including the promotion of activities that merge different sectors of the entertainment industry, as well as economic development and job creation related to the entertainment industry to local, regional, national and international companies. Promote the production of music, television, film, commercials, documentaries, music videos, and video games in Nashville and Davidson County;
- B. Foster an equitable and inclusive creative industries economy that benefits all of the residents and businesses of Nashville and Davidson County. Market Nashville and Davidson County to regional, national, and international opportunities;
- C. Assist with establishing and maintaining operational connectivity to franchise & excise tax incentives and other opportunities for recruitment, promotion, and development of entertainment projects. Promote job creation and economic development related to music, television, film, documentaries, music videos, and video games in Nashville and Davidson County; and
- D. Promote gender and racial equity in the entertainment industry.

2.147.045 – Initial goals of the commission.

The initial goals of the commission shall be to:

- A. Create a strong brand identity for Nashville and Davidson County, TN related to the creative economy;
- B. Be in the top 10 cities and counties in the United States for creative industries;
- C. Provide significant and sustained investment in the creative industries in Nashville; and
- D. Help Nashville and Davidson County grow its own workforce for the creative industry.

2.147.050 – Powers and duties.

In order to carry out and facilitate the commission's general purposes, it shall have authority to:

- A. Elect a chair and such other officers as it may deem necessary to carry out the functions and duties of the commission;
- B. Promulgate and maintain its own regulations and bylaws; and
- C. Conduct its affairs and select advisory committees for the following: recruitment of entertainment to Nashville and Davidson County, development of local entertainment opportunities, and awareness of career and business opportunities in the entertainment industry. ~~or panels of experts as necessary to assist in the discharge of its duties.~~

2.147.060 – Staffing

~~The director of the mayor's office of economic and community development shall serve as executive director to the commission.~~

The executive director of the commission shall be appointed by the commission. Staff for the commission shall be provided for by the Metropolitan Government.

Section 2. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Joy Styles
Sandra Sepúlveda
Kyonzté Toombs
Members of Council

SUBSTITUTE ORDINANCE NO. BL2022-1250

An Ordinance to amend Title 2 of the Metropolitan Code of Laws to create the Nashville Entertainment ~~Commission~~ Industry Board.

WHEREAS, while it is recognized that the Music Recording and Live Event Industries have historically generated billions of dollars annually, and have prospered from industry focused Commissions and Boards over the past 25 years, the Nashville motion picture and television industries are in a completely different situation, because unlike music focused business's, the motion picture and television industry has been substantially and critically impacted and challenged by the advent of film incentives enacted by competing cities or states. Over the last decade, motion picture and video production has grown by 57 percent while music production has grown by 37 percent; and

WHEREAS, the Nashville Film Office that was originally formed in 1993 was substantially impacted through six different incarnations across three different Mayoral Administrations, where each new Administration used its incoming prerogative to reconstruct the Office, from its own independent entity, to a department under the Mayor's Office of Economic and Community Development, with increasing instability and limited effectiveness, ultimately eroding the Office in function and budget until 2007, when it was disbanded completely and the film permitting function moved the Parks Department; and

WHEREAS, in 2001 a group of film & television industry executives and production companies formed FilmNashville to collectively solicit out of state business and to foster a relationship between a Nashville Film Office and the Tennessee Film Commission, the group set up offices within the then Convention and Visitors Bureau in 2004, and to its credit, succeeded in compiling the first film/television Location and Production directory, which is still in use today; and

WHEREAS, in 2006, the State of Tennessee, via the Tennessee Film Commission, passed the Visual Content Act to compete with cities and states that already had or would soon create film incentives in the form of rebates, and/or transferable tax credits; and

WHEREAS, the Tennessee Film Commission subsequently changed its brand to the Tennessee Entertainment Commission to include other entertainment industries; and

WHEREAS, in 2018 the Tennessee Entertainment Commission and Tennessee Department of Economic and Community Development ("ECD") proposed and secured the passage of legislation for an expansion of the Visual Content Act to enable incentives to include feature films, television, video games, animation, digital entertainment and music scoring; and

WHEREAS, in 2021 the Tennessee Entertainment Commission and ECD proposed and secured passage of legislation for a new Franchise and Excise ("F&E") Tax Credit that could be applied to all entertainment industry categories served by the Tennessee Entertainment Commission; and

WHEREAS, any entertainment industry entity within Nashville will need to work with, and be in alignment with, the Tennessee Entertainment Commission in order to optimally utilize the new F&E tax incentive to generate much greater levels of entertainment industry activity in the Nashville area; and

WHEREAS, with the establishment of a Nashville Entertainment Industry Board, both the recruitment of out-of-state projects and development of locally created content would help drive

tourism and additional tax revenues to Metro Nashville and further facilitate the packaging, financing, and global distribution of intellectual property content created and owned by Nashvillians; and

WHEREAS, a Nashville Entertainment Industry Board that can both recruit and develop projects requires membership comprised of business leaders who have national and international relationships that can have bona fide transformational economic impacts; and

WHEREAS, there is a lack of diversity in the motion picture and entertainment industries of Nashville, not due to employer mandates, but because more thorough training and aspirational information is necessary at high school levels in all neighborhoods, with a coherent process established to flow students interested in entertainment careers upward to Nashville vocational colleges and universities, such a strategy for diversity would enrich the content created in Nashville; and

WHEREAS, the Tennessee Entertainment Commission has indicated that it would officially recognize an Entertainment Industry entity positioned in the Nashville Chamber of Commerce, the Nashville Convention & Visitors Corporation, or the Mayor's Office.

~~WHEREAS, Tennessee's entertainment sector includes more than 28,000 workers at 1,500 businesses. Over the last decade, motion picture and video production has grown by 57 percent and music production has grown by 37 percent; and~~

~~WHEREAS, in order to manage and foster this growth, the Metropolitan Government desires create a dedicated commission to assist and support the entertainment sector in Nashville and Davidson County; and~~

~~WHEREAS, a dedicated entertainment commission would help support and promote the entertainment industry, including its workforce, business services, and talent, by recruiting new entertainment projects to the state; and by helping local productions grow and enhance business; and~~

~~WHEREAS, an entertainment commission would foster Nashville and Davidson County's entertainment economy, including film, music, television, commercials, video games and virtual reality projects; and~~

~~WHEREAS, it is the desire of the Metropolitan Government for a newly created Nashville Entertainment Commission (NEC) to be temporarily staffed by the Mayor's Office of Economic and Community Development while endeavoring to establish a permanent Office of Music, Film and Entertainment in the future; and~~

~~WHEREAS, the creation of an entertainment commission is to the benefit of the citizens of Nashville and Davidson County.~~

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

Section 1. That Title 2 of the Metropolitan Code of Laws is hereby amended by creating a new Chapter 2.147 as follows:

Chapter 2.147 – Nashville Entertainment ~~Commission~~ Industry Board

2.147.010 – Established.

There is hereby established a Board to be known as the “Nashville Entertainment ~~Commission~~ Industry Board”, referred to in this chapter as “board.”

2.147.020 – Definitions.

“Music industry” means commercial activity that involves the production, distribution, and sale of music. Occupations in the music industry include, but are not limited to, recording artists, musicians, songwriters, composers, music producers, record label executives, recording studio owners, recording engineers, ~~music venue owners,~~ financing executives, publishing rights organization executives, and music marketing professionals.

“Film industry” means commercial activity that involves the production, distribution, and sale of film and television. Occupations in the film industry include, but are not limited to, actors, ~~film and television~~ studio executives, screenwriters, directors, casting agents, ~~film and television~~ producers, crew members, editors, ~~and~~ location scouts, videographers, voiceover artists, digital designers, film/television funding financiers, and film and television marketing professionals.

“Entertainment industry” means commercial activity that involves the production, distribution, and sale of entertainment, including the music industry and film industry. Occupations in the entertainment industry include, but are not limited to, occupations in the music industry, occupations in the film industry, entertainment related bankers, packaging/distribution financiers, managers, publicists, stylists, theatre companies, playwrights, theater directors, ~~location scouts, videographers, voiceover artists, video game~~ digital gaming designers, graphic software architects and ~~video game developers~~ other not listed entertainment industry marketing professionals.

2.147.030 – Membership and term of office.

The board shall be composed of ~~15~~ 9 members. ~~Six members shall be appointed by the metropolitan council, four members shall be appointed by the mayor, and five members shall be nominated by members of the public and selected by the metropolitan council. Two members shall be appointed by the mayor and confirmed by the council. Two members shall be elected by the council. Three members shall be selected by the council from nominations submitted from the entertainment industry at large. One member shall be selected by the council from nominations submitted by the International Alliance of Theatrical Stage Employees (IATSE). One member shall be selected by the council from nominations submitted by the Screen Actors Guild - American Federation of Television and Radio Artists (SAG-AFTRA). One member must be a representative of an entertainment industry union, five members must be representatives of the music industry, five members must be representatives of the film industry, and four members must be representatives of the entertainment industry. All members shall hold occupations in either the Film Industry, Music Industry, or the Entertainment Industry (as defined herein) and should have a minimum of five years of professional experience and show substantial business relationships for the recruitment of productions both locally and out-of-state or country, or have existing relationships with project packaging entities, equity and lender financiers, world-wide sales~~

agents, domestic and international distributors, merchandising specialists, and revenue collection companies for monetizing intellectual properties created in Nashville. Members of the board shall serve without compensation. ~~Except for the initial appointees, commission Board~~ members shall serve staggered ~~five~~ three-year terms. Of the initial members appointed, ~~three members shall be appointed for one year, three members shall be appointed for two years, and three members shall be appointed for three years, three members shall be appointed for four years, and three members shall be appointed for five years.~~

2.147.040 – Purpose of the ~~commission~~ board

The purpose of the ~~commission~~ board shall be to:

A. Endeavor to work closely with the Tennessee Entertainment Commission to establish and maintain operational connectivity to franchise & excise tax incentives and other opportunities for recruitment, promotion, and development of entertainment projects.

B. Establish, promote, market, maintain and grow business relationships related to recruitment of entertainment industry to Nashville and Davidson County, and development and promotion of the entertainment industry in Nashville and Davidson County, including the promotion of activities that merge different sectors of the entertainment industry, as well as economic development and job creation related to the entertainment industry to local, regional, national and international companies.

C. Promote gender and racial equity throughout the entertainment industry and establish, maintain and grow awareness of entertainment industry opportunities throughout all neighborhoods in Nashville, including facilitating greater awareness at high schools in Metro Nashville of potential careers in the entertainment industry, facilitating practical pathways and training into Nashville vocational schools, two-year colleges, and university programs, culminating in guidance to career and business opportunities in the private sector.

~~A. Promote the production of music, television, film, commercials, documentaries, music videos, and video games in Nashville and Davidson County;~~

~~B. Market Nashville and Davidson County to regional, national, and international opportunities;~~

~~C. Promote job creation and economic development related to music, television, film, documentaries, music videos, and video games in Nashville and Davidson County; and~~

~~D. Promote gender and racial equity in the entertainment industry.~~

2.147.050 – Powers and Duties.

In order to carry out ~~and facilitate the commission's general~~ the board's purposes, ~~it~~ the board shall have authority to:

~~A. Elect a chair and such other officers as it may deem necessary to carry out the functions and duties of the commission~~ board.

~~B. Promulgate and maintain its own regulations and bylaws; and~~ for the board.

C. Conduct its affairs to authorize and create select advisory committees focused on each of the following: recruitment of entertainment to Nashville and Davidson County, development of local entertainment opportunities, and awareness of career and business opportunities in the entertainment industry.

~~C. Conduct its affairs and select advisory committees or panels of experts as necessary to assist in the discharge of its duties.~~

2.147.060 – Staffing.

The work of the board shall be managed by an executive director, who shall be appointed by and serve at the pleasure of the board. Additional staff shall be provided for by the metropolitan government.

~~The director of the mayor's office of economic and community development shall serve as executive director to the commission.~~

Section 2. This Ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Robert Swope
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2022-1343

Mr. President –

I hereby move to amend Ordinance No. BL2022-1343 by amending Section 1, proposed Metropolitan Code of Laws Section 3.06.010, as follows:

3.06.010 - Hiring and Selection of Department Heads and Executive Directors.

- A. When a panel is used for the purposes of hiring or selecting the head of a department or executive director of a department, board, or commission, the workforce diversity manager of the human resources department, or a designee, ~~executive director of the metropolitan human relations commission~~ must be included as a member of the panel.
- B. When an external hiring firm is involved in the hiring or selection of the head of a department or executive director of a department, board, or commission, the workforce diversity manager of the human resources department, or a designee, ~~executive director of the metropolitan human relations commission~~ must be included in the hiring and the selection process.
- C. This section shall apply only to a department, board, or commission created pursuant to the Metropolitan Code of Laws.

SPONSORED BY:

Sharon W. Hurt
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2022-1344

Mr. President –

I hereby move to amend Ordinance No. BL2022-1344 as follows:

- I. By amending Section 1, proposed Metropolitan Code of Laws Section 5.34.020, subsection C, as follows:

C. 1. For the exercise of the privilege described herein, the following tax is imposed on new development within the area of the Metropolitan Government:

- (a) One dollar (\$1.00) per gross square foot of residential development; and
- (b) Two dollars (\$2.00) per gross square foot of non-residential development.

2. Within one year of the effective date set forth in Section 5.34.060, a study shall be conducted to determine whether the rate of the tax set forth in Subsection C.1 of the section is appropriate to cover the impact of the development in Nashville and Davidson County.

- II. By amending Section 1, proposed Metropolitan Code of Laws Section 5.34.060 as follows:

5.34.060 Effective date.

The provisions of this chapter shall only become effective upon the enactment of enabling legislation by the Tennessee General Assembly authorizing the Metropolitan Government to levy the privilege tax set forth in this chapter, and shall remain in effect for so long the state enabling legislation remains in effect unless otherwise amended by ordinance.

SPONSORED BY:

Burkley Allen
Member of Council