## **GRANT SUMMARY SHEET**

**Grant** Keep America Beautiful and United Parcel

Service Community/Recovery Tree Planting 20-21

**Department:** PUBLIC WORKS

**Grantor:** KEEP AMERICA BEAUTIFUL

Pass-Through Grantor (If

Total Award this \$10,000.00 Cash Match \$0.00

**Department** 

**Status** CONTINUATION

# **Program Description:**

Funding for tree planting in the Donelson area that was impacted by the 2020 tornado.

## Plan for continuation of services upon

N/A

## **Grants Tracking Form**

Part One									
Dro An	plication O	Application (	<u> </u>	Award Accepta		ontract Amendn	ont O		
Fie-Ap	Department	Dept. No.	9	Awaru Accepta	Contact	miraci Amenun	ient o	Phone	Fax
PUBLIC WC		<b>Dept. No.</b> ■ 042			Oontact			FHORE	I dx
Grant Name: Keep America Beautiful and United Parcel Service Community/Recovery Tree Planting 20-21									
Granto		keep America Beautiful and United Parcel Service Community/Recovery Tree Planting 20-21  KEEP AMERICA BEAUTIFUL  ▼ Other:							
	Period From:	10/01/20		(applications only) An	ticipated Application				
	Period To:	12/31/21			plication Deadline:	24.0.			
Fundin		OTHER	_		Multi-Departme	t Grant		- If was list	halaw
Pass-Th		OTHER	<b>—</b>		Outside Consult			If yes, list	below.
Award		COMPETITIVE	_		Total Award:	ant i roject.	\$10,000.00		
Status:		CONTINUATION	▼		Metro Cash Mat	ch·	\$0.00		
	Category:	Est. Prior.	▼		Metro In-Kind M		\$0.00		
CFDA#		N/A	1		Is Council appre		<b>✓</b>		
	Description:		_		Applic. Submitted E	<u>-</u>			
		in the Donelson area t	hat was impactor		• •				
Plan for continuation of service after expiration of grant/Budgetary Impact:  N/A									
How is	Match Determin	ned?							
Fixed A	mount of \$	\$0.00	or		% of Grant		Other:		
Fixed A Explana No Mato	Amount of \$ ation for "Other th Required	\$0.00 " means of determini	ng match:	sh match:	% of Grant		Other:		
Fixed A Explana No Mato	Amount of \$ ation for "Other th Required s Metro FY, how	\$0.00 " means of determini much of the required	ng match:	sh match: \$0.00	% of Grant		Other:		
Explana No Mato	amount of \$ ation for "Other th Required  Metro FY, how dy in departme	\$0.00 " means of determini much of the required	ng match:		Func	sed Source of	Business Unit		
Fixed A Explana No Mato For this Is alrea Is not b	amount of \$ ation for "Other th Required  Metro FY, how dy in departme oudgeted?	\$0.00 " means of determini much of the required nt budget?	ng match:	\$0.00	Fund Propo		Business Unit		
Fixed A Explana No Mato For this Is alrea Is not b	amount of \$ ation for "Other th Required  Metro FY, how dy in departme oudgeted?	\$0.00 " means of determini much of the required	ng match:	\$0.00	Fund Propo		Business Unit		
For this is alread is not be (Indicate Other:	amount of \$ ation for "Other th Required  Metro FY, how dy in departme oudgeted?	\$0.00 " means of determini much of the required nt budget?  t & Source for Remai	ng match:	\$0.00	Fund Propo	sed Source of I	Business Unit Match:		
For this Is alrea Is not b (Indicate Number)	amount of \$ ation for "Other th Required  Metro FY, how dy in departme oudgeted? e Match Amoun	\$0.00 " means of determini much of the required nt budget?  t & Source for Remai	ng match:	\$0.00 s in Budget Belo	Func Propo	sed Source of I	Business Unit Match:	\$2,098.00	
For this is alrea is not b (Indicate Other: Numbe Departr	amount of \$ ation for "Other th Required  Metro FY, how dy in departme oudgeted? e Match Amoun r of FTEs the gi	\$0.00 " means of determini " much of the required int budget?  t & Source for Remai eant will fund: Cost Rate	ng match:	\$0.00 s in Budget Belo 0.00 20.98%	Func Propo ow) Actual number	sed Source of l of positions add Grant to Metro:	Business Unit Match: led:	\$2,098.00	in budget
For this is alread is not be (Indicate Other: Number Departer*Indirect *Indirect *Indi	ation for "Other the Required see Metro FY, how day in department oudgeted?  Metro FTEs the grant of FTEs the grant of FTEs the grant of Costs allowed	\$0.00 " means of determini " much of the required int budget?  t & Source for Remai eant will fund: Cost Rate	ng match: d local Metro cas ning Grant Years % Allow.	\$0.00 s in Budget Belo 0.00 20.98% I 0.00% I	Function Proposition Propositi	of positions add Grant to Metro: sted from Grant	Business Unit Match: led:		in budget
For this Is alrea Is not b (Indicate Numbe Departer *Indirec *(If "No",	ation for "Other the Required see Metro FY, how day in department oudgeted?  Metro FTEs the grant of FTEs the grant of FTEs the grant of Costs allowed	\$0.00 "means of determini much of the required nt budget?  t & Source for Remai  ant will fund: Cost Rate d?	ng match: d local Metro cas ning Grant Years % Allow.	\$0.00 s in Budget Belo 0.00 20.98% I 0.00% I	Function Proposition Propositi	of positions add Grant to Metro: sted from Grant	Business Unit Match: led:		in budget
For this is alrea is not b (Indicate Other: Numbe Departr *Indirec *(If "No", Draw d Metro c Metro d Metro d Metro d Explanation	amount of \$ ation for "Other th Required  Metro FY, how dy in departme oudgeted? Match Amoun of FTEs the gr mental Indirect ot Costs allower please attach do own allowable? or Community-b	\$0.00 " means of determini much of the required nt budget?  t & Source for Remai rant will fund: Cost Rate d?	ng match: d local Metro cas ning Grant Years  % Allow. grantor that indirect	\$0.00  0.00  20.98% I  0.00% I  ct costs are not a	Function Proposition (Proposition Actual number and Indirect Cost of Ind. Cost Reque Illowable. See Institute (Proposition Actual number and Indirect Cost of Ind. Cost Reque Illowable. See Institute (Proposition Actual number and Indirect Cost of Indirect Cost	of positions add Grant to Metro: sted from Grant ructions)	Business Unit Match: led: or:	\$0.00	
For this is alrea is not be (Indicate Other: Numbe Departre *Indirec *(If "No", Draw d Metro c Public Wo	amount of \$ ation for "Other th Required  Metro FY, how dy in departme oudgeted? Match Amoun of FTEs the gr mental Indirect ot Costs allower please attach do own allowable? or Community-b	\$0.00 "means of determini much of the required nt budget?  t & Source for Remai rant will fund: Cost Rate d?  Yes  No recumentation from the go ased Partners: re Corrdination Program, Me	ng match: d local Metro cas ning Grant Years  % Allow. grantor that indirect	\$0.00  0.00  20.98% I  0.00% I  ct costs are not all	Function and Environmental Env	of positions add Grant to Metro: sted from Grant ructions)	Business Unit Match: led: or:	\$0.00	
For this is alrea is not be (Indicate Other: Numbe Departre *Indirec *(If "No", Draw d Metro c Public Wo	amount of \$ ation for "Other th Required  S Metro FY, how dy in departme oudgeted? e Match Amoun  r of FTEs the gr mental Indirect ct Costs allower please attach do own allowable? or Community-b rks, Metro Landscap	\$0.00 "means of determini much of the required nt budget?  t & Source for Remai rant will fund: Cost Rate d?  Yes  No recumentation from the go ased Partners: re Corrdination Program, Me	ng match: d local Metro cas ning Grant Years  % Allow. grantor that indirect	\$0.00  0.00  20.98% I  0.00% I  ct costs are not all  part Two	Function and Environments	of positions add Grant to Metro: sted from Grant ructions)	Business Unit Match: led: or:	\$0.00	
For this is alrea is not be (Indicate Other: Numbe Departre *Indirec *(If "No", Draw d Metro c Public Wo	amount of \$ ation for "Other th Required  S Metro FY, how dy in departme oudgeted? e Match Amoun  r of FTEs the gr mental Indirect ct Costs allower please attach do own allowable? or Community-b rks, Metro Landscap	\$0.00 "means of determini much of the required nt budget?  t & Source for Remai rant will fund: Cost Rate d?  Yes  No recumentation from the go ased Partners: re Corrdination Program, Me	ng match: d local Metro cas ning Grant Years  % Allow. grantor that indirect	\$0.00  0.00  20.98% I  0.00% I  ct costs are not all  part Two	Function and Environmental Env	of positions add Grant to Metro: sted from Grant ructions)	Business Unit Match: led: or:	\$0.00	ssociation and
For this is alrea is not be (Indicate Other: Numbe Departre *Indirec *(If "No", Draw d Metro c Public Wo	amount of \$ ation for "Other th Required  S Metro FY, how dy in departme oudgeted? e Match Amoun  r of FTEs the gr mental Indirect ct Costs allower please attach do own allowable? or Community-b rks, Metro Landscap	\$0.00 "means of determini "much of the required nt budget?  t & Source for Remai rant will fund: Cost Rate d? Yes No recumentation from the good commentation Program, Menway.	ng match: d local Metro cas ning Grant Years  % Allow. grantor that indirect	\$0.00  0.00  20.98% I  0.00% I  ct costs are not all  part Two	Function and Environments	of positions add Grant to Metro: sted from Grant ructions)	Business Unit Match: led: or:	\$0.00	
Fixed A Explana No Mato For this Is alrea Is not b (Indicate Other: Numbe Departe *Indirec *(If "No", Draw d Metro c Public Wo the Friedn  Budget Year	amount of \$ ation for "Other th Required  S Metro FY, how dy in departme budgeted? e Match Amoun  r of FTEs the gr mental Indirect ct Costs allower please attach do own allowable? or Community-b rks, Metro Landscap s of Mill Creek Gree  Metro Fiscal  Metro Fede Gran	\$0.00 "means of determini "much of the required nt budget?  t & Source for Remai rant will fund: Cost Rate d? Yes No recumentation from the good commentation Program, Menway.	ng match: d local Metro cas ning Grant Years % Allow. grantor that indirect	\$0.00  0.00  20.98% I  0.00% I  ct costs are not all  mmittee, Metro Bea  Part Two  Gran  Local Match	Function and Environt Budget  Match Source	of positions add Grant to Metro: sted from Grant ructions)	Business Unit Match: led: or: Metro Parks, Mill Cro	\$0.00 eek Watershed A	Ind. Cost Neg. from
Fixed A Explana No Mato For this Is alrea Is not b (Indicate Other: Numbe Departa *Indirea *(If "No", Draw d Metro c Public Wo the Friedn  Budget Year Yr 1 Yr 2	amount of \$ ation for "Other th Required  S Metro FY, how dy in departme budgeted? e Match Amoun  r of FTEs the gr mental Indirect ct Costs allower please attach do own allowable? or Community-b rks, Metro Landscap s of Mill Creek Gree  Metro Fiscal Year  FY21 FY_	\$0.00 "means of determini "much of the required nt budget?  t & Source for Remai rant will fund: Cost Rate d? Yes No recumentation from the good commentation Program, Menway.	ng match: d local Metro cas ning Grant Years % Allow. grantor that indirect etro Tree Advisory Co	\$0.00  0.00  20.98% I  0.00% I  ct costs are not al  mmittee, Metro Bea  Part Two  Grait  Local Match Cash	Function and Environt Budget  Match Source	of positions add Grant to Metro: sted from Grant ructions)	Business Unit Match:  led:  or:  Metro Parks, Mill Cro  Total Grant Each Year	\$0.00  eek Watershed A  Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Fixed A Explana No Mato For this Is alrea Is not b (Indicate Other: Numbe Departe *Indirec *(If "No", Draw d Metro c Public Wo the Friedn  Budget Year	amount of \$ ation for "Other th Required  s Metro FY, how dy in departme oudgeted? e Match Amount of FTEs the grant of F	\$0.00 "means of determini "much of the required nt budget?  t & Source for Remai rant will fund: Cost Rate d? Yes No recumentation from the good commentation Program, Menway.	ng match: d local Metro cas ning Grant Years % Allow. grantor that indirect etro Tree Advisory Co	\$0.00  0.00  20.98% I  0.00% I  ct costs are not al  mmittee, Metro Bea  Part Two  Grait  Local Match Cash	Function and Environt Budget  Match Source	of positions add Grant to Metro: sted from Grant ructions)	Business Unit Match:  led:  or:  Metro Parks, Mill Cro  Total Grant Each Year	\$0.00  eek Watershed A  Indirect Cost to Metro	Ind. Cost Neg. from Grantor

 $\begin{array}{c} \textbf{Contact:} \ \underline{trinity.weathersby@nashville.gov} \\ \underline{vaughn.wilson@nashville.gov} \end{array}$ 

\$0.00

Date Awarded:

(or) Date Denied:

(or) Date Withdrawn:

Total

Rev. 5/13/13 5134

GCP Rec'd 11/18/20

\$0.00

\$10,000.00

10/26/20

\$0.00

\$10,000.00

Tot. Awarded:

Reason:

Reason:

GCP Approved 11/18/20

\$0.00

Contract#:

\$10,000.00

\$2,098.00

\$0.00



# **Keep America Beautiful Grant Agreement**

Keep America Beautiful ("KAB"), in partnership with its sponsor UPS, is pleased to provide resources to Metro Nashville Beautification and Environment Commission ("Grantee") to implement a 2020 UPS Community & Recovery Tree Planting project.

This Grant Agreement ("Agreement") effective October 1, 2020 ("Effective Date") is entered into by and between Grantee and KAB to confirm the parties' understanding of the services and benefits as described in this Agreement. KAB and Grantee shall be collectively referred to as the "Parties." The Description of Grant Activities shall set forth relevant background information about Grantee, key performance indicators for goals aligned to the purpose of this Agreement, and any additional commitments of the Parties.

In consideration of the mutual undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following:

#### 1. Payment

KAB will provide a cash award of \$10,000 in two installment payments, seventy percent (70%) \$7,000 within thirty (30) days of receiving an executed Agreement and the remaining thirty percent (30%) \$3,000 upon the acceptance of a final grant report. Grantee shall use the Grant solely for the designated purposes as set forth in the Description of Grant Activities and subject to Grantee's performance of all requirements under this Agreement.

#### 2. Acceptance

- a. Grantee accepts the above Grant in exchange for the performance of all required actions under this Agreement, including the commitments set forth in the Description of Grant Activities.
- b. Grantee shall use the Grant solely for purposes as described in this Agreement and the Description of Grant Activities and understands that any alternative use of the Grant must be authorized in advance by KAB in writing.
- c. Grantee acknowledges and agrees that that the receipt of this Grant does not imply a commitment on behalf of KAB to continue resource support beyond the term listed in this Agreement and/or the Description of Grant Activities.

#### 3. Use of Funds

Grantee shall use the awarded goods, services, and funds in accordance with the project description and budget included in the grant application and further described in Exhibit A. The Grantee will not use grant funds to influence legislation or for any purpose that does not meet the Internal Revenue Service Code provisions for charitable, educational, and scientific purposes. None of the grant proceeds are to be transferred by the grantee to any other organization without the written approval and consent of KAB.

#### 4. Products, Services, and Project Labor

Grantee shall use reasonable care to ensure products and services funded with the grant adhere to the following principles. At a minimum, any employment provided as a result of this grant, fairly and equitably compensates the laborers in the following ways:

- a) There shall be no forced labor (including contractually bound labor without compensation) in the implementation of the project. All work or service which is exacted from any person under the threat of any penalty and for which the person has not offered themselves voluntarily is prohibited.
- b) Ensure that all employed project participants earn at least a regionally prevailing industry wage where that wage is a living wage sufficient to meet basic needs. A living wage is the remuneration received for a standard workweek by a worker in a particular place sufficient to afford a decent standard of living for the worker and their family. Elements of a decent standard of living include food, water, housing, education, health care, transportation, clothing, and other essential needs including provision for unexpected events.
- c) Adhere to all federal, state, and local labor laws including but not limited to not withholding wages as a means of disciplinary action.
- d) Any youth employed shall, at a minimum, ensure paid workers under the age of 18:
  - i. Are older than the federal or state determined age of completion of compulsory schooling, or 15 years of age, whichever is greater;
  - ii. Do not work in conditions likely to jeopardize their health, safety or morals;
  - iii. Receive protective equipment where relevant;
  - iv. Are paid equivalent wages to other employed project labors;
  - v. Work outside of school hours or does not obligate them to leave school prematurely; or requiring them to attempt to combine school attendance with excessively long and heavy work.
- e) Ensure the project does not use goods and services produced using child labor defined as work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that is mentally, physically, socially or morally dangerous to children and/or interferes with their schooling by depriving them the opportunity to attend school.
- f) Ensure that income-generating activities are maximized and economic growth is prioritized for the most vulnerable workers in the Community. Where a project eliminates or diverts existing income-generating activities, the grantee shall ensure the creation of alternative activities that generate the same or increased income that require similar knowledge and skills. Should loss of employment be greater than

creation of new employment as a result of the project, grantee shall describe and justify the situation.

#### Relationship between Parties

This Agreement does not constitute and shall not be construed as creating a partnership, joint venture, or employee/employer relationship between the two parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing contained herein shall give, or is intended to give any rights to any third person (except that the indemnification of Grantee by KAB and of KAB by Grantee shall extend to their respective, shareholders, officers, directors, employees, agents, management committee members, affiliates, and partners).

#### 6. Trademark License

- a. KAB is the owner of right, title, and interest in and to the marks, "Keep America Beautiful (KAB)," and the KAB logo ("KAB Trademarks"). During the term of this Agreement, KAB hereby grants Grantee a limited, royalty-free, nonexclusive license to use and display KAB Trademarks, with KAB's prior written consent, in a manner that is related solely to the Grant and any promotional activities relating to such Grant. Grantee shall not use KAB Trademarks in any other manner without KAB's prior written consent. In addition, Grantee shall not use KAB Trademarks in any way that would cause a person to reasonably infer that the Parties are affiliated with one another or that either party is acting on behalf of or in endorsement of the other. Except for the trademark provided on the Grant materials, such license shall terminate upon termination of this Agreement. Grantee acknowledges that the provisions of this paragraph do not convey to Grantee any right, title, or ownership interest in any KAB Trademarks. The Parties further agree that nothing herein grants Grantee any rights to any KDP intellectual property of any kind.
- b. Grantee acknowledges its familiarity with the high quality of products and services offered under the KAB Trademarks and agrees to maintain a comparable standard of quality in connection with its use of the KAB Trademarks. Grantee shall comply with all Brand Standards (attached hereto as <u>Exhibit B</u>) in connection with its use of the KAB Trademarks, and shall not take any action that could tarnish or harm the goodwill or reputation associated with KAB or the KAB Trademarks.

#### 7. Indemnification, Limitation of Liability and Disclaimer of Warranties

a. The Grantee agrees to defend, indemnify and hold harmless KAB, its directors, officers, employees, agents, successors, and assigns from and against any claim arising out of or related to the Grant regardless of cause, and regardless of the form of action. This indemnification provision shall survive the termination or expiration of this Agreement.

#### Limitation of Liability

In no event shall KAB be liable for any indirect, special, incidental, or consequential damages (including lost profits) or expenses arising out of or relating to this Agreement or Grant even if KAB has been advised of the likelihood of such damages.

#### c. Disclaimer of Warranties

- i. Grantee acknowledges and agrees that KAB makes no warranties or representations as to the availability of resources for the Grant, this Agreement, or any disbursements hereunder, or the results achieved, if any, from KAB's efforts under this Agreement.
- ii. Grantee acknowledges and agrees that KAB shall have no liabilities or obligations to Grantee in the event that no results or unsatisfactory results are achieved from KAB's funding or lack of funding under this Agreement.

#### 8. Non-Discrimination and Anti-Harassment

- a. Grantee, or any person acting on behalf of Grantee, shall not in any manner discriminate against any citizen on account of race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, or citizenship.
- b. In addition, Grantee, or any person acting on behalf of Grantee, shall not in any manner tolerate any harassment or intimidation of any citizen on account of race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, or citizenship.
- c. Grantee attests that it has in place a written non-discrimination and anti-harassment policy, or equivalent policies, as approved by its Board of Directors, which is reviewed, updated, and affirmed by its Board of Directors at least annually. The policy must contain a notice that any discrimination and harassment on account of race, sex, education, ethnicity, socio-economic status, religion, disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, or citizenship will not be tolerated and employees who practice it will be disciplined.
- d. KAB may cancel or terminate the Agreement, the Description of Grant Activities and the Grant and all money due or to become due under the Agreement may be forfeited if KAB reasonably determines that Grantee has violated the terms of this Section.

#### 9. Conflict of Interest

a. Grantee attests that it has in place a written conflict of interest policy that is applicable to the senior leaders and board members of its organization, as approved by its Board of Directors, which is reviewed, updated, and affirmed by its Board of Directors at least annually. The policy must require senior leaders and board members with a conflict or potential conflict to disclose the conflict or potential conflict and prohibit interested senior leaders and board members from voting on any matter in which there is a conflict.

b. KAB may cancel or terminate the Agreement, the Description of Grant Activities and the Grant and all money due or to become due under the Agreement may be forfeited if KAB reasonably determines that Grantee has violated the terms of this Section.

#### 10. Insurance

Each party shall maintain, at its sole expense, any insurance and/or bonds required by law.

#### 11. Term and Termination

- a. This Agreement shall remain in effect for a period of 12 months from the effective date ("Term"), and shall expire unless extended in writing by both Parties. Grantee agrees to maintain and use the Grant for as long as the items remain in good working order and there is support for the program as described by the Grantee in the grant application. If the program is discontinued prior to December 31, 2021, Grantee will notify KAB and come to a mutual understanding about how the grant items will be used.
- b. KAB may terminate this Agreement, and/or the Description of Grant Activities, and/or discontinue, modify, or withhold Grant payment or items under this Agreement at any time when, upon written notice to Grantee, if Grantee comes under criminal investigation or prosecution, sustains a material financial failure that threatens the execution of the this Agreement, fails to make substantial progress towards completion of the commitments set forth in the Description of Grant Activities, when, in KAB's judgment, such action is otherwise necessary to comply with requirements of the law or this Agreement, or in KAB's reasonable judgment Grantee is: (i) in violation of any federal, state or local law or regulation, or (ii) in breach of this Agreement or the Description of Grant Activities and fails to cure such breach within thirty (30) days of receipt of notice from KAB.
- c. In the event the Agreement is terminated under the above circumstances, KAB reserves the right to require Grantee to return all or a portion of the Grant.

#### 12. Record Retention

- a. Grantee shall maintain an accurate record of the Grant received, program metrics, and all expenses incurred under this Grant, and retain such books and records for at least four years after completion of the use of this Grant.
- b. At KAB's request, Grantee shall permit reasonable access to its files, records, and personnel by KAB for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this Grant as KAB deems necessary.

#### 13. Assignment and Transfer

This Agreement and Description of Grant Activities shall not be transferred or assigned by either Party without prior written consent of the other party.

#### 14. Notices

Any notice required to be given hereunder shall be sent to the addresses as set forth below or at such other address as such Party will have specified in a notice given in accordance with this section:

Keep America Beautiful c/o Becky Lyons, COO 1010 Washington Blvd Stamford, CT 06901 blyons@kab.org

Metro Nashville Beautification and Environment Commission
c/o Jennifer Smith
750 South 5<sup>th</sup> Street
Nashville, TN 37206
jennifer.smith3@nashville.gov

#### 15. Entire Agreement

The Agreement and its attachments set forth the entire understanding and agreement of the parties, and supersede any and all oral or written communications. No change, modification, or amendment to this Agreement or the Description of Grant Activities shall be valid unless set forth in writing and signed by both parties. Neither party shall be bound by any oral agreements, representations or special arrangements contrary to or in addition to the terms and conditions contained herein.

#### 16. Counterparts

This Agreement may be executed in one or more counterparts. For purposes of executing this Agreement, a document signed and transmitted by e-mail or telecopier is to be treated as an original document. The signature of any party thereon is to be considered as an original signature and the document transmitted is to be considered to have the same biding effect as an original signature or an original document.

IN WITNESS WHEREOF, and in accordance with the provisions outlined above, the parties have executed this Agreement.

Drint Name: Standard - 14)1417-100)

Title: Title: Title

Date: 11-18-20

Print Name: Becky Lyons

By: Becky Lyons

Title: Chief Operating Officer

Date: 11.18.2020

### SIGNATURE PAGE FOR

# GRANT NO. KAB - UPS 2020 Community & Recovery Tree Planting Grant

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

# METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Shanna Whitelaw Department of Public Works	10 - 27 - 20 Date
APPROVED AS TO AVAILABILITY OF FUNDS:	
Kevin Crumbo, Director Department of Finance	Date
APPROVED AS TO RISK AND INSURANCE:	
Director of Insurance  APPROVED AS TO FORM AND LEGALITY:	Date
Metropolitan Attorney	Date
John Cooper Metropolitan Mayor	Date
ATTEST:	
Metropolitan Clerk	Date



# Exhibit A Description of Grant Activities

UPS and Keep America Beautiful support the development of a strong, vibrant, diverse and inclusive, sustainable community. The following describes the responsibilities of each party under the Grant.

#### KAB's Responsibilities

- 1. Provide funding to Grantee as outlined in this Agreement;
- 2. Provide an on-line event/volunteer registration portal to help manage volunteers for event;
- 3. Upon request, provide event and volunteer liability waivers;
- 4. Provide Grantee with an electronic platform to report project results;
- 5. Provide technical support as requested by the Grantee

#### **Grantee's Responsibilities**

- 1. Adhere to the funding limitations and conditions stated in the Agreement;
- 2. Implement the 2020 UPS Community & Recovery Tree Planting project as outlined in the grant application submitted for review and attached as Exhibit C;
- 3. Document the event, including before and after photographs, and share in a close-out report;
- 4. Identify UPS and Keep America Beautiful as sponsors of the project during the event and as part of any social or media promotion.



#### Exhibit B

# Keep America Beautiful Brand Standards

Electric files for KAB logos can be found here: 2020 Trademark Logos Please consult with the KAB Program Manager regarding the preferred logo style and color for your particular project while adhering to the following brand standards.

#### **Trademarks**

When referring to Keep America Beautiful and its brands the \* (trademark registration) symbol must be used. For example: "AMERICA RECYCLES DAY\* will take place on November 15, 2019. The Keep America Beautiful trademarks must be used as a noun. For example, say: "WASTE IN PLACE\* is a program that teaches students how to process litter." Do not say: "We want you to keep your waste in place. Include the following legal language in an appropriate place on a website (for example, in a footer, and in the terms and conditions): KEEP AMERICA BEAUTIFUL is registered trademarks of Keep America Beautiful and is used with permission.

Keep America Beautiful® Great American Cleanup® America Recycles Day® Waste in Place® Recycling @ Work® TrashDash™

If you have questions about the Keep America Beautiful trademarks, or how to properly use them, please e-mail: nullman@kab.org.

#### Logo Usage

Both the logomark and the wordmark are registered trademarks of Keep America Beautiful, and should always be represented with the superscript registered trademark symbol. There are two approved versions of the Keep America Beautiful logo. The vertical or stacked version of the Keep America Beautiful logo in Grass is preferred. The horizontal version of the Keep America Beautiful logo can be used when space is limited.





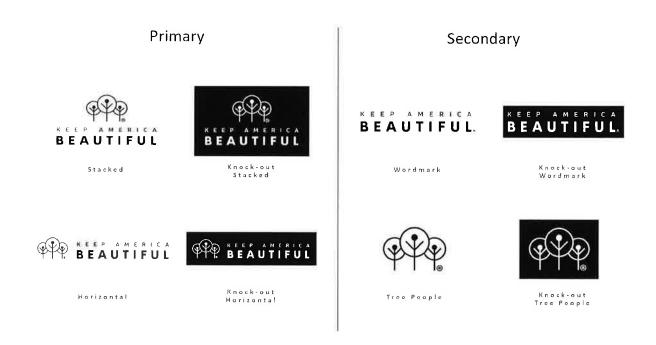
#### Approved Logogram

To protect the integrity of the logo, a defined amount of space or "padding" should be left around the logo. Use the diameter of the central tree to determine the amount of clearance space needed (or 20% of the width of the logo). Do not scale in print smaller than 1.88 inches and in a screen view less than 100 px.





Below are the approved formats of the Keep America Beautiful logo. The version of the Keep America Beautiful logo with just the tree people logogram should only be used as an accent in a document where the full logo lockup has already been utilized. Each approved logo lockup should never be altered or broken.



#### Do's and Don'ts

Do not alter the proportions of the logo, using an unapproved brand font, color, or tagline, and/or creating legibility issues in placement.











~ Keeping America green, tidy, and gargeous ~

#### **Brand Color**

Grass is the primary brand color for the Keep America Beautiful logo. Grass – associated with growth, organic, nature, caring, and earth –embodies our position as a community improvement organization in the environmental sector.



#### Grass

CMYK: 74, 6, 73, 0 PMS: 2251C 7482U RBG: 58 173 115 Hex: #3AAD73 The Keep America Beautiful secondary colors further reflect our mission. Flame embodies activism, Sky represents the calm and steady trustworthiness of a legacy nonprofit organization, and Sunbeam reflects the bright and uplifting capacity of community improvement and beautification.



#### Flame

CMYK: 4, 81, 76, 0 PMS: 7597C 485U RBG: 230 88 71 Hex: #E65847

Used for the End Littering goal.



#### Sky

CMYK: 71, 26, 12, 0 PMS: 7703C 638U RBG: 67 154 194 Hex: #439AC2

Used for the Improve Recycling goal.



#### Sunbeam

CMYK: 0, 45, 92, 0 PMS: 130C 129U RBG: 249 157 46 Hex: #F99D2E

Used for the Beautify Communities goal.

#### **Accent Colors**

The following are approved Keep America Beautiful accent colors. Seal should be used as the text color for all print and digital materials. Storm may be used for headlines, subheads, and other design elements. Snow may be used as background color or body copy, as an alternative to white.



#### Seal

**CMYK:** 81, 66, 63, 75

PMS: Black 6C Neutral Black U

**RBG:** 17 29 32 **Hex:** #111D20

Used for the body

copy.



#### Storm

**CMYK:** 62, 45, 45, 12

**PMS:** 444C 430U **RBG:** 104 117 121 **Hex:** #687579

Used for headlines and elements.



#### Snow

CMYK: 6,3,3,0 PMS: 663C 656U RBG: 236 239 240 Hex: #ECEFFO

Used for backgrounds and body copy.

If you have any question about these logo guidelines, please contact: nullman@kab.org.



# Exhibit C Grant Application

# #44

#### COMPLETE

Collector:

Web Link 1 (Web Link)

Started: Last Modified: Friday, July 31, 2020 1:46:04 PM Friday, July 31, 2020 2:41:18 PM

Time Spent:

00:55:14

IP Address:

75.136.161.78

#### Page 2: Contact Information

Q1

Affiliate Name

Metro Nashville Beautification and Environment Commission

Q2

Contact Information

First Name

Last Name

Address

City

State

ZIP Code

Email

Phone Number

**Jennifer** 

Smith

750 South 5th Street

Nashville

TN

37206

jennifer.smith3@nashville.gov

615-862-8708

Q3

About the grant writer: is English your native language?

Q4

What is your affiliate's tax ID #?

2-620694743-014-4

Yes

First Horizon Bank							
Nashville							
TN							
064005203							
178089290							
Post-Recovery							
\$10,000							
max.)							
Nashville's neighborhoods and the Stones River Bend riparian area were targeted by the March 2020 tornado, the 6th costliest tornado in US history, plus endured two more disastrous weather events. This tree planting project would restore neighborhood tree canopy and vital river buffer and bring healing to the community.							
Tree restoration from a natural disaster							

What size of tree do you expect to plant?

1.5 - 2" Caliper, 6'Tall

#### Q12

The types of trees expected to be planted are:

Type 1 Bald Cypress

Type 2 Black Gum

Type 3 Eastern Red Cedar

Type 4 Red Maple

Type 5 Redbud

Type 6 Overcup Oak

Type 7 Sycamore

Type 8 Tulip Poplar

Type 9 Zelkova

Type 10 Yoshino Cherry

Q13 Yes

Will the trees be sourced/purchased from a local nursery?

Q14 public land

The trees will be planted on:

#### Q15

The main zip code where the trees will be planted is:

37076

#### Q16

What are the specific OBJECTIVES of this tree planting project/program? (200 words max)

Overall objective: To restore the destroyed tree canopy in Nashville neighborhoods and for the Stones River Bend Regional Park, located in the Donelson community, for regional health and healing.

To restore neighborhood tree canopies

To protect the biodiverse Stones River corridor and floodplain from stormwater runoff, especially during extreme rain events

To protect the drinking water for over 250,000 people who depend on the Cumberland River for water as the planting site is less than four miles from Stones River's confluence with the larger Cumberland River

To protect the stream bank from deterioration as trees will be planted within the riparian buffer zone of the Stones River

To recover and improve this section of the river from negative effects of pollution or alteration from the upstream urbanized sections

To mitigate the effects of vehicle emissions from the heavily traveled thoroughfare only 300 feet away from the planting site, averaging 35,020 cars daily, for park visitors and wildlife

To improve and restore the aquatic and terrestrial wildlife habitats, which will protect the area's important biodiversity, including 69 rare plant and animal species found here

To restore the natural beauty provided by the trees

To restore neighborhood tree canopies

#### Q17

What's the anticipated COMMUNITY IMPACT that will result from this grant funding? (250 words max.)

Nashville was hit by three powerful weather events within two months during the spring of 2020 resulting in tens of thousands of trees lost: the deadly tornado of March 3rd with 165 mph winds and a 800 yard-wide path; a rare event called a derecho, also deadly, on May 3rd, with straight-line winds up to 75 mph, causing the worst power outages in decades; and within 24 hours another rare event, a wake low, with winds up to 50 mph. Many trees, that somehow survived the tornado and derecho, could not withstand this final impact and fell.

Nashville's neighborhoods sustained significant tree loss. The Donelson community, located a few miles from downtown, was just one area to receive a direct hit by the tornado. Their Stones River riparian buffer within 300 feet of the main commercial roadway, with parts of the river designated impaired or impacted negatively by pollution or alteration, was damaged. It is the home of the new 800 acre Stones River Bend Regional Park, sited on the last undeveloped river bend in the Nashville area and a community treasure.

As so many Nashvillians are repairing and rebuilding their homes, these community tree restoration planting projects will show they are not alone in their recovery. These trees will restore the lost ecological benefits and will be a beacon for years to come of how the city is resilient and has earned the Nashville Strong reputation.

#### Q18

What are the LONG-TERM PLANS for the maintenance of the newly planted trees? (150 words max)

Neighborhood Trees - Corrective pruning in year three by Root Nashville and future care by Metro Public Works

Stones River trees in Donelson will be correctively pruned by the Metro Tree Advisory Committee with the Nashville Tree Foundation's Green Shirt volunteers. Future care by Metro Parks.

Q19 Yes

Do you commit to checking on the health of the trees in a year and 5 years after planting and report back to Keep America Beautiful?

#### Q20

Detail your project/program BUDGET. If additional there are funders, please name and provide their respective funding amounts:

Trees

Neighborhood tree planting will be provided by the Root
Nashville volunteers and staff. Root Nashville is a city
wide tree planting campaign working to plant a half
million trees by 2050. \$5,000 \$70 for mulch and tree
(Campaign contract tree cost) 31 trees. Stone River

Donelson Community Tree Planting \$5000.00 \$115 tree and placement at planting site - 40 trees \$10 Mulch and

Deer Guard

Planting 0\$ - Neighborhood Planting by Community Volunteers.

0\$ - Stones River area planting in Donelson by UPS

**Employees** 

Neighborhood trees - \$90 for watering (Root Nashville watering program: at least 10 gallons of water per week, May through September for up to three years) Stone River area in the Donelson community, watering for up to three years will be by volunteers from the local

Donelson Gateway Project organization who have a truck and watering tank. Water will be provided in-kind

by a community business.

Volunteers' Management In-Kind Volunteer Management

Administration In-Kind Administration

Additional funders None

#### 021

Irrigation

In what month or months do you plan on planting the trees?

Neighborhood Planting – October and November 2020 By Root Nashville staff and volunteers. Stones River Area in Donelson - February or Early March 2021 (UPS sets the date. They are not available in the fall for tree planting due to it being their busy season)

#### Q22

Provide a project/program TIMELINE:

Planning

Project launch

Area preparation

Tree planting

Project completion

Q23

Do you plan to register your event at the Keep America Beautiful VOLUNTEER PORTAL to track the number of volunteers (including UPS employees volunteers) involved in the project as well as the scope of their engagement?

Q24

If not, why not? (100 words max.)

August and September 2020

October 2020

Neighborhood Planting – Site approval by Public Works for site line clearance, overhead utility review and 811 for underground utility review. Stones River Area in Donelson - The trees lost in the tornado and other debris have been removed. The new plantings will be in areas where trees were lost on public land in partnership with Parks.

\$10,000 Grant – Neighborhood Planting - \$5,000 – Fall of 2020 Planting by Root Nashville staff and community volunteers. UPS workers are busy during the fall planting season and not available. Stones River area in Donelson- \$5,000 - Late February or Early March 2021. Trees are still dormant Date set by UPS and their work schedule.

March 30, 2021

Yes

Respondent skipped this question