

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: May 5, 2026

Resolution Ordinance

Contact/Prepared By: Evan Davis

Date Prepared: April 2, 2026

Title (Caption): LEED for Cities in-kind grant and cohort award

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: Mayor's Office Requested By: Kendra Abkowitz

Affected Department(s): all Affected Council District(s): all

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE	Amount +/-: \$ 0.00	Match: \$ 0.00
Funding Source:	Capital Improvement Budget	Judgments and Losses
	Capital Outlay Notes	Local Government Investment Project
	Departmental/Agency Budget	Revenue Bonds
	Funds to Metro	Self-Insured Liability
	General Obligation Bonds	Solid Waste Reserve
	Grant	Unappropriated Fund Balance
	Increased Revenue Sources	4% Fund
		Other: _____
Approved by OMB: <u>Asaon Pratt</u>	<u>RB</u>	Date to Finance Director's Office: _____
Approved by Finance/Accounts: _____		APPROVED BY
Approved by Div Grants Coordination: <u>Juanita Paulsen</u>		FINANCE DIRECTOR'S OFFICE: _____

ADMINISTRATION
Council District Member Sponsors: _____
Council Committee Chair Sponsors: _____
Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW	Date to Dept. of Law: _____	Approved by Department of Law: _____
	Settlement Resolution/Memorandum Approved by: _____	
	Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures	<input type="checkbox"/> Copies	<input type="checkbox"/> Backing
<input type="checkbox"/> Legislative Summary	<input type="checkbox"/> Settlement Memo	<input type="checkbox"/> Clerk Letter
<input type="checkbox"/> Ready to File		

Department of Law - White Copy Administration - Yellow Copy Finance Department - Pink Copy

GRANT SUMMARY SHEET

Grant Name: LEED for Cities Certification Cohort Program 26-27

Department: MAYOR'S OFFICE

Grantor: U.S. GREEN BUILDING COUNCIL

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

Total Award this Action: \$0.00

Cash Match Amount \$0.00

Department Contact: Evan Davis
9060576

Status: NEW

Program Description:

The LEED for Cities program will provide an IN-KIND award. The in-kind award will support Metro Nashville in organizing around the LEED for Cities framework, collecting and reporting data to achieve certification, and gaining insight and community as we go through the process. Metro Nashville will receive extensive access to USGBC staff as well as online tools, training, technical assistance, and other services at a value of \$27,850.00

Plan for continuation of services upon grant expiration:

Activities will not need to continue beyond the award period.

Grants Tracking Form

Part One											
Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>	Contract Amendment <input type="radio"/>						
Department		Dept. No.	Contact		Phone	Fax					
MAYOR'S OFFICE		004	Evan Davis		9060576						
Grant Name:		LEED for Cities Certification Cohort Program 26-27									
Grantor:		U.S. GREEN BUILDING COUNCIL		Other:							
Grant Period From:		04/01/26	(applications only) Anticipated Application Date:								
Grant Period To:		03/31/27	(applications only) Application Deadline:								
Funding Type:		OTHER	Multi-Department Grant <input type="checkbox"/> → If yes, list below.								
Pass-Thru:			Outside Consultant Project: <input type="checkbox"/>								
Award Type:		OTHER	Total Award: \$0.00								
Status:		NEW	Metro Cash Match: \$0.00								
Metro Category:		New Initiative	Metro In-Kind Match: \$0.00								
CFDA #		N/A	Is Council approval required? <input checked="" type="checkbox"/>								
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>									
<p>The LEED for Cities program will provide an IN-KIND award. The in-kind award will support Metro Nashville in organizing around the LEED for Cities framework, collecting and reporting data to achieve certification, and gaining insight and community as we go through the process. Metro Nashville will receive extensive access to USGBC staff as well as online tools, training, technical assistance, and other services at a value of \$27,850.00</p>											
<p>Plan for continuation of service after expiration of grant/Budgetary Impact:</p> <p>Activities will not need to continue beyond the award period.</p>											
<p>How is Match Determined?</p> <p>Fixed Amount of \$ _____ or _____ % of Grant <input type="checkbox"/> Other: <input type="checkbox"/></p> <p>Explanation for "Other" means of determining match: _____</p>											
<p>For this Metro FY, how much of the required local Metro cash match:</p> <p>Is already in department budget? _____</p> <p>Is not budgeted? _____</p> <p>(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Fund</th> <th>Business Unit</th> <th>Proposed Source of Match:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>Other:</p> <p>Number of FTEs the grant will fund: 0.00 Actual number of positions added: 0.00</p> <p>Departmental Indirect Cost Rate: 0.00% Indirect Cost of Grant to Metro: \$0.00</p> <p>*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No % Allow. 0.00% Ind. Cost Requested from Grantor: \$0.00 in budget</p> <p>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</p> <p>Draw down allowable? <input type="checkbox"/></p> <p>Metro or Community-based Partners: _____</p>						Fund	Business Unit	Proposed Source of Match:			
Fund	Business Unit	Proposed Source of Match:									

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	FY26			\$0.00				\$0.00	\$0.00	\$0.00
Yr 2	FY27			\$0.00				\$0.00	\$0.00	\$0.00
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total				\$0.00				\$0.00	\$0.00	\$0.00
Date Awarded:		04/01/26		Tot. Awarded:		\$0.00		Contract#:		
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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

Rev. 5/13/13
6207



GCP Received 04/03/26

GCP Approved 04/03/26

Resolution No. _____

A resolution accepting a LEED for Cities Certification Cohort Program in-kind grant from the U.S. Green Building Council (USGBC) to the Metropolitan Government, acting by and through the Office of the Mayor, to support Metro Nashville in organizing around the LEED for Cities framework to collect and report data to achieve program certification, and gain insight and community with other local governments.

WHEREAS, the U.S. Green Building Council has awarded an in-kind grant with an estimated value of \$27,850.00 with no cash match required to the Metropolitan Government, acting by and through the Office of the Mayor, to support Metro Nashville in organizing around the LEED for Cities framework to collect and report data to achieve program certification, and gain insight and community with other local governments, a copy of which the in-kind grant is attached hereto; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this in-kind grant be accepted.

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

Section 1. That the in-kind grant by and between the U.S. Green Building Council, with an estimated value of \$27,850.00, and the Metropolitan Government, acting by and through the Office of the Mayor, to support Metro Nashville in organizing around the LEED for Cities framework to collect and report data to achieve program certification, and gain insight and community with other local governments, a copy of which in-kind grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the in-kind grant be appropriated to the Office of the Mayor.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/adm
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND LEGALITY:

Courtney Mohan
Assistant Metropolitan Attorney

Member(s) of Council

2026 LEED FOR CITIES CERTIFICATION COHORT PROGRAM AGREEMENT

This LEED FOR CITIES CERTIFICATION COHORT PROGRAM AGREEMENT (this "Agreement") is made as of the 1st day of April, 2026 ("Effective "Date"), by and between Metropolitan Government of Nashville and Davidson County (Metro Nashville) (the "Awardee") a local government and the U.S. Green Building Council, Inc. ("USGBC"), a District of Columbia nonprofit corporation. Both parties agree to abide by the following terms and conditions associated with the 2026 LEED for Cities Certification Cohort Program (the "Program"):

1. LEED FOR CITIES CERTIFICATION COHORT PROGRAM The Program convenes a cohort of U.S. local governments as they register, certify and continuously improve in the LEED for Cities rating system. Metro Nashville was selected to participate based on the application and accompanying materials submitted. The Program is defined as consisting of:
 - training and education package
 - USGBC membership at the Silver level throughout the program year
 - waiver of the LEED for Cities registration fee

The training and education package consists of a virtual technical assistance workshop; access to tools and resources; and access to technical assistance including regular conference calls and support from USGBC staff. The above award may only be provided to a local form of government (e.g. city, town or county) based in the United States. Awardee hereby warrants and represents that it is a public, governmental agency.

2. TERM

The term of this agreement is April 1, 2026 through March 31, 2027 unless extended by USGBC in writing or terminated as described in Section 4 below.

3. USE AND PROTECTION OF TRADEMARK AND OTHER INTELLECTUAL PROPERTY

USGBC and the Awardee acknowledge that each party owns certain names, trademarks, service marks, copyrights and other intellectual property (the "Marks"), and owns or has certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by them. It is understood that in promoting USGBC's activities, USGBC may make various references to the activities and may display the word marks and logo of Awardee (hereinafter, "Marks"), and photographs of the activities of Awardee. Awardee agrees that it has the authority to grant such rights and hereto grants to USGBC a nonexclusive, nontransferable license to use its Marks and photographs during the term of this Agreement and for a period of five

years after its termination or expiration. Awardee agrees that it shall obtain USGBC's advance approval for use of any USGBC Marks and understands that this Agreement itself provides no such permission. Further, if USGBC grants Awardee a license to use USGBC Marks, Awardee will be required to use said Marks in accordance with the USGBC Trademark and Branding Guidelines.

4. TERMINATION FOR BREACH; INSOLVENCY

USGBC may terminate this Agreement if, in the reasonable determination of USGBC, (1) the third party funding committed to USGBC to support this Program is reduced or eliminated; (2) Awardee repudiates or breaches any of the terms of this Agreement; or (3) Awardee fails to make progress so as to endanger timely and proper completion of its obligations hereunder and does not correct such failure or breach within ten (10) days, or such shorter period if commercially reasonable, after receipt of written notice from USGBC specifying such failure or breach. In the event of termination under this Section 5, Awardee agrees to forfeit use of any unused benefits awarded as part of the Program at that time.

The foregoing remedies are in addition to, and not in lieu of, any other rights or remedies that a party may have at law or in equity; provided however, that in no event will either party be liable to the other for incidental, consequential or punitive damages arising out of a breach of this Agreement.

5. COMPLIANCE WITH LAWS

Each party will perform its obligations under this Agreement in compliance with all applicable laws, orders, or regulations of all appropriate jurisdictions.

6. NO ASSIGNMENT

Neither party may assign its rights, nor delegate its obligations under this Agreement, without the prior written approval of the other party.

7. RELATIONSHIP OF THE PARTIES

USGBC and the Awardee are independent parties, and nothing contained in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other.

8. NOTICES

Any notice required or permitted to be given by either party under or in connection with this Agreement shall be in writing and shall be deemed duly given when personally delivered or sent by registered or certified mail, return receipt requested,

postage prepaid, expedited courier service, or by cable or facsimile, confirmed by letter, as aforesaid to the addresses indicated in the introductory paragraph of this Agreement, unless otherwise agreed to by the parties. If accepting these terms, Awardee shall designate a primary contact by completing the section below. All communications pertaining to the Agreement shall be directed to the person designated below.

Awardee:	USGBC:
Name	Hilari Varnadore
Title	Vice President, Sustainable Cities
Organization: Metropolitan Government of Nashville and Davidson County (Metro Nashville)	U.S. Green Building Council, Inc.
Address	2101 L St., NW, Suite 600, Washington, DC 20037
Phone	202-609-7163 Teams mobile
Email	hvarnadore@usgbc.org
Website	www.usgbc.org

9. ENTIRE AGREEMENT

This Agreement (i) contains the entire understanding of the parties hereto, (ii) supersedes all prior agreements including but not limited to the agreement provided in Awardee’s initial application, and (iii) shall not be amended except by a written instrument hereafter signed by all parties hereto. No waiver of any provision of this Agreement shall be effective unless evidenced by a written instrument signed by the waiving party. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT, IN ENTERING INTO THIS AGREEMENT, THEY HAVE NOT IN ANY WAY RELIED UPON ANY ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

During the Program registration process on the LEED Online platform, Awardee will be prompted to sign the LEED Certification Agreement. AWARDEE UNDERSTANDS AND AGREES THAT THE LEED CERTIFICATION AGREEMENT ON LEED ONLINE SHALL NOT APPLY TO THE LEED FOR CITIES PROGRAM AND THIS LEED FOR CITIES AGREEMENT WILL GOVERN AWARDEE’S PARTICIPATION IN THE PROGRAM.

10. CONDITION PRECEDENT/SIGNATURE

This Agreement shall become effective only should USGBC select the Awardee as a recipient of the 2026 LEED for Cities Certification Cohort Program by or before April

1, 2026. This Agreement shall not constitute a binding agreement until signed in writing by all parties.


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement under seal, with the intention of making it a sealed instrument, as of the day and year first above written.

U.S. GREEN BUILDING COUNCIL, INC	Metropolitan Government of Nashville and Davidson County (Metro Nashville)
BY: <i>Peter Tolsdorf</i>	BY:
Peter Tolsdorf	PRINT NAME:
General Counsel	TITLE:
DATE: Tuesday, April 21, 2026	DATE:
	BY:
	PRINT NAME:
	TITLE:
	DATE:
	BY:
	PRINT NAME:
	TITLE:
	DATE:
	BY:
	PRINT NAME:
	TITLE:
	DATE:

**SIGNATURE PAGE
FOR
GRANT NO. 2026 LEED for Cities**

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


**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**



Kendra Abkowitz, Deputy Chief of Operations
Mayor's Office

4-1-2026
Date


**APPROVED AS TO AVAILABILITY
OF FUNDS:**



Amanda Brown
Director of Finance
Department of Finance

4/24/2026 | 10:14 AM CDT
Date

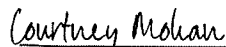
APPROVED AS TO RISK AND INSURANCE:



Balasun Cobb
Director of Insurance

4/24/2026 | 11:34 AM CDT
Date

**APPROVED AS TO FORM AND
LEGALITY:**



Courtney Mohan
Metropolitan Attorney

4/24/2026 | 11:35 AM CDT
Date

FILED:

Metropolitan Clerk

Date