



**Metropolitan Council**

**PROPOSED LATE-FILED  
RESOLUTION, LATE-FILED  
SUBSTITUTE RESOLUTION AND  
AMENDMENTS TO  
ORDINANCES AND  
RESOLUTIONS TO BE FILED  
WITH THE METRO CLERK  
FOR THE COUNCIL MEETING OF  
TUESDAY, OCTOBER 16, 2018**

**RESOLUTION NO. RS2018- \_\_\_\_\_**

**A resolution to accept a grant transfer from the Metropolitan Development and Housing Agency (MDHA) from The United States Department of Housing and Urban Development (HUD) for the Homeless Management Information System (HMIS), to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission’s Homeless Impact Division.**

WHEREAS, it is to the mutual benefit of the Metropolitan Development and Housing Agency (MDHA) and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, to receive a grant from HUD not to exceed \$53,508.00 to support the Homeless Management Information System; and,

WHEREAS, MDHA and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, have entered into a memorandum of understanding, attached hereto and incorporated herein, to transfer the grant to the Metropolitan Social Services Commission’s Homeless Impact Division; and,

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

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

Section 1. That the grant transfer between MDHA and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, to receive a grant in an amount not to exceed +\$53,508.00, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Social Services Commission, based on revenues estimated to be received and any match to be applied.

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:

INTRODUCED BY:

\_\_\_\_\_  
Talia Lomax-O’dneal, Director  
Department of Finance

\_\_\_\_\_  
Tanaka Vercher  
\_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY

\_\_\_\_\_  
Member(s) of Council

\_\_\_\_\_  
Assistant Metropolitan Attorney

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
METROPOLITAN DEVELOPMENT AND HOUSING AGENCY  
AND  
THE METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY  
ACTING BY AND THROUGH  
THE METROPOLITAN DEPARTMENT OF SOCIAL SERVICES**

**I. Memorandum of Understanding**

This Memorandum of Understanding (MOU) outlines the process by which the Metropolitan Development and Housing Agency (MDHA) will transfer the Homeless Management Information System Lead (HMIS Lead) responsibility for the Nashville-Davidson Continuum Care Homelessness Planning Council (CoC) to the Metropolitan Government of Nashville and Davidson County (Metro) acting by and through the Metropolitan Department of Social Services (MSS).

In accordance with the requirements of the CoC Charter, the CoC general membership voted to approve MSS as the HMIS Lead at their May 17, 2018 meeting. Subsequent to this approval, MDHA and MSS requested that the United States Department of Housing and Urban Development (HUD) approve the transfer of the 2018 Homeless Management System (HMIS) Grant to Metro. HUD approved this transfer on July 30, 2018 (see Exhibit A).

**II. Purpose of the Memorandum**

The purpose of this Memorandum is to define the responsibilities of MDHA and Metro via MSS in effecting/facilitating the transfer of HMIS Lead upon approval and acceptance by Metro Council.

MDHA is assigning the Grant Agreement amendment for Project Number: TN0060L4J041710 (HMIS Grant) in the amount of \$53,508 with an effective date of July 1, 2018 (see Exhibit A) to Metro. MDHA has not and will not make draws against the HMIS Grant, and the full amount of the award will be assigned to Metro.

MDHA is assigning to Metro its agreement with Bowman Systems, a Mediware Company, (see Exhibit B) to provide software services for HMIS management until the agreement's expiration at midnight on November 30, 2018. MDHA avows that all amounts due and owing under the Bowman Agreement have been paid prior to its assignment to Metro.

Additionally, MDHA will provide guidance and staff support as needed during the transition process to ensure a smooth transfer.

Metro accepts assignment and assumes all the duties and obligations under the HMIS Grant effective July 1, 2018, and will utilize said grant funds to support HMIS management. Metro shall be responsible for costs incurred related to HMIS management, including costs incurred prior to the assignment and the establishment of an account in HUD's Line of Credit Control System (LOCCS) and/or other system required by HUD.

Metro accepts assignment of the above referenced Bowman Agreement and accepts responsibility for payment of any additional amounts due and owing for services rendered after the effective date of the assignment and any extension thereof by Metro.

**III. Modifications**

This MOU may be amended at any time by an agreement in writing executed by authorized representatives of the MDHA and Metro.

**IV. Notices**

All notices under this Agreement shall be in writing and sent by certified mail, facsimile transmission, or hand delivery to the names and addresses listed below for each party. A party shall notify the other party as provided herein of any change in the designee and address.

MDHA  
James E. Harbison, Executive Director  
701 South 6<sup>th</sup> Street  
Nashville, Tennessee 37206

Metropolitan Social Services  
Attention: Renee Pratt, Executive Director  
P. O. Box 196300  
Nashville, Tennessee 37219-6300

Metropolitan Homeless Impact Division  
Attention: Judith Tackett, Director  
P. O. Box 196300  
Nashville, Tennessee 37219-6300

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*[Remainder of Page Intentionally Left Blank.]*  
*[Signature Page Follows.]*

Signatures for MEMORANDUM OF UNDERSTANDING between MDHA and Metro.

James E. Harbison  
James E. Harbison, Executive Director  
MDHA

9/20/2018  
Date

Renee Pratt  
Renee Pratt, Executive Director  
MSS

10/1/18  
Date

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Talia Lomax-O'dneal  
Talia Lomax-O'dneal,  
Director of Finance

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGALITY:**

Will Choppin  
Will Choppin, MDHA General Counsel

9/20/18  
Date

Jason Park  
Assistant Metropolitan Attorney

10/11/18  
Date

EXHIBIT A



U. S. Department of Housing and Urban Development

Knoxville Field Office, Region IV  
John J. Duncan Federal Building  
710 Locust Street, Suite 300  
Knoxville, Tennessee 37902 - 2526

July 30, 2018

James Harbison, Executive Director  
Metropolitan Development and Housing Agency  
701 South Sixth Street  
Nashville, TN 37206



Dear Mr. Harbison:

SUBJECT: Transmittal of Assignment and Assumption Grant Agreement Amendment  
Project Number: TN0060L4J041710

This Office has received your request to transfer the Homeless Management Information System (HMIS) grant from Metropolitan Development and Housing Agency (MDHA) to the Metropolitan Government of Nashville – Davidson County. The request was also confirmed in a June 7, 2018, letter from the Metropolitan Government of Metropolitan Social Services agreeing to administer the grant. After reviewing the submitted documentation, this Office approves the request. The effective date of the Assignment and Assumption grant amendment is July 1, 2018.

You are reminded that, MDHA shall remain responsible for any noncompliance issues that occurred prior to the reassignment of this grant to the Metropolitan Government, if any. I have signed and dated each Assignment and Assumption Grant Agreement Amendment. Please, also sign and date each one and obtain the signatures/dates from the Metropolitan Government, as required, on each one. Once all signatures/dates have been obtained, please mail two agreements back to this Office, keeping one each for MDHA and the Metropolitan Government. In addition, the enclosed audit survey is to be completed and returned by the Metropolitan Government as the new grantee for this grant. If you have any questions regarding the amendment, please contact Apryl LaMaster, Community Planning and Development Representative at(865) 484-8224.

Very sincerely yours,  
*Mary C. Wilson*  
Mary C. Wilson, Director  
Office of Community Planning  
and Development

Enclosures

cc

Honorable David Briley

Mayor, Metropolitan Government of Nashville and Davidson County

Ms. Renee Pratt

KNOXVILLE OFFICE OF COMMUNITY PLANNING DEVELOPMENT  
FEDERAL AUDIT SURVEY

DATE: 10/3/18 NAME OF GRANTEE: Metropolitan Nashville & Davidson County - Tennessee

GRANT NUMBERS (Note please list all active Continuum of Care and HOPWA grants):  
\_\_\_\_\_  
\_\_\_\_\_

NAME & TITLE PERSON COMPLETING THIS FORM: David Lannon, finance officer Finance Dept - Central Accounting  
ORGANIZATION'S FISCAL YEAR: July 1 - June 30

Example: July 1-July 30, January 1-December 31

Note: Fiscal year may be different from grant's program year/operating year.

PLEASE INDICATE THE TOTAL AMOUNT OF FEDERAL FUNDS EXPENDED BY YOUR ORGANIZATION LAST FISCAL YEAR?

\$ 175,171,265 (FY ended 06/30/17)

PLEASE ESTIMATE THE TOTAL AMOUNT OF FEDERAL FUNDS EXPECTED TO BE EXPENDED BY YOUR ORGANIZATION IN THIS FISCAL YEAR: \*general government (all departments) plus public schools

\$ 174,548,307 (FY ended 06/30/18 currently auditing)

IS AN ANNUAL AUDIT COMPLETED FOR EACH FISCAL YEAR?

YES  NO

IN WHAT MONTH DOES YOUR ORGANIZATION NORMALLY REQUEST AN INDEPENDENT AUDIT OF ITS OPEATIONS?

June 30 year end

IN WHAT MONTH IS THE INDEPENDENT AUDIT OF YOUR ORGANIZATION'S OPERATIONS NORMALLY COMPLETED?

December

(If an audit is required, the audits shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant/oversight agency for audit.)

IF YOUR ORGANIZATION EXPENDS \$750,000 OR MORE IN FEDERAL FUNDS IN ANY FISCAL OR PROGRAM YEAR, PLEASE INDICATE WHICH FEDERAL AGENCY IS YOUR COGNIZANT/OVERSIGHT AGENCY:

Health & Human Services

(Grant recipients expending more than \$25 million a year in Federal awards shall have a cognizant agency for audit. The cognizant agency shall be the Federal awarding agency that provides the predominant amount of direct funding to a recipient unless the Office of Management and Budget (OMB) makes a specific cognizant agency for audit assignment. An Oversight agency means the Federal awarding agency that provides the predominant amount of direct funding to a recipient NOT assigned a cognizant agency for audit. Example of some cognizant/oversight agencies are: Department of Labor, Department of Housing and Urban Development, Department of Health and Human Services, etc.). Please provide the requested information via fax, mail or email to Deana Doyle, Financial Analyst, of the Knoxville HUD Office. Ms. Doyle's contact information listed below:

FAX: (865) 545-4575

EMAIL: [deana.l.doyle@hud.gov](mailto:deana.l.doyle@hud.gov)

MAIL TO: Deana Doyle, Financial Analyst  
U.S. Department of Housing and Urban Development  
John J. Duncan Federal Building  
710 Locust Street, S.W., Suite 300  
Knoxville, TN 37902-2526



## Assignment and Assumption Grant Agreement Amendment

This agreement is made by and between the United States Department of Housing and Urban Development (HUD), Metropolitan Development and Housing Agency (MDHA) and Metropolitan Government of Nashville and Davidson County.

### RECITALS

WHEREAS HUD and MDHA entered into the initial Grant Agreement for project number TN0060L4J040801 in 2009, located in Nashville, Tennessee; and most recently, the renewal Grant Agreement approved in 2018 under project number TN0060L4J041710; and

WHEREAS under the terms of the renewal Grant Agreement, MDHA received a grant from HUD, in the amount of, \$53,508 to be used to carry out the project described in the original grant application over a one-year period. The grant agreement was executed, on April 16, 2018. The term of the grant is July 1, 2018 to June 30, 2019.

WHEREAS MDHA wishes to be released from Grant Number TN0060L4J041710; and

WHEREAS Metropolitan Government of Nashville and Davidson County, desires to assume the obligations of MDHA under the Agreement, attached; and

WHEREAS HUD has reviewed the request and approves the grant to be transferred to Metropolitan Government of Nashville and Davidson County; and

NOW, THEREFORE, in consideration of the premises the parties agree as follows:

1. MDHA hereby assigns all of its rights and interest in the Grant Agreement for grant number TN0060L4J041710 to Metropolitan Government of Nashville and Davidson County who hereunder accepts assignment and assumes all the duties and obligations of the grantee under the Grant Agreement effective July 1, 2018.
2. This Agreement shall be effective as of July 1, 2018. Notwithstanding the transfer of the rights and obligations under the Grant Agreement to the Assignee, the Assignor shall remain responsible for any noncompliance issues that occurred prior to the assignment of this grant, if any;

This Assignment and Assumption Agreement constitutes the entire agreement of the parties, witnessed by the signatures of both parties where indicated below. The terms of the Grant Agreement (attached) except as herein modified are unamended and remain in force and effect.

Based on the above:

1. The Grant Agreement is hereby changed by appointing the Metropolitan Government of Nashville and Davidson County, as the Grantee for the remainder of the term of project number TN0060L4J041710.
2. The effective date of this change is July 1, 2018.
3. All other provisions of the original grant remain unamended.

This Agreement is hereby executed on behalf of the parties as follows:

THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF THE  
UNITED STATES OF AMERICA,  
By the Secretary of Housing and Urban Development

BY: Mary C. Wilson  
Mary C. Wilson, Director  
Office of Community Planning and Development

DATE: 07/30/2018

ASSIGNOR

BY: James E. Harbison 8-27-18  
Authorized Signature and Date

James Harbison  
Typed name of signatory  
Executive Director, Metropolitan Development and Housing Agency  
Title

ASSIGNEE


BY: \_\_\_\_\_  
Authorized Signature and Date

David Briley  
Typed name of signatory  
Mayor, Metropolitan Government of Nashville and Davidson County  
Title

**SIGNATURE PAGE  
FOR  
GRANT NO. HMIS Grant TN0060L4J041710**

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

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

  
\_\_\_\_\_  
Social Services Department

9/10/18  
\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY  
OF FUNDS:

  
\_\_\_\_\_  
Talia Lomax-O'dneal, Director  
Department of Finance *K #*

\_\_\_\_\_  
Date

APPROVED AS TO RISK AND INSURANCE:

  
\_\_\_\_\_  
Director of Insurance

10/12/18  
\_\_\_\_\_  
Date

APPROVED AS TO FORM AND  
LEGALITY:

  
\_\_\_\_\_  
Metropolitan Attorney

10/11/18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
David Briley  
Metropolitan Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

Tax ID Number: 62-600123

Grantee Name: Metropolitan Development & Housing Agency (HMIS Renewal)

Grant Number: TN0060L4J041710

Effective Date: 4/16/18

RECEIVED  
DEPT OF HUD  
072086507

JUN 18 2018

SCOPE OF WORK for  
FY2017 COMPETITION

KNOXVILLE FIELD OFFICE  
OPD

The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.

2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$53,508 for project number TN0060L4J041710. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ _____
b. UFA costs	\$ _____
c. Acquisition	\$ _____
d. Rehabilitation	\$ _____
e. New construction	\$ _____
f. Leasing	\$ _____
g. Rental assistance	\$ _____
h. Supportive services	\$ _____
i. Operating costs	\$ _____
j. Homeless Management Information System	\$50,961
k. Administrative costs	\$2,547
l. Relocation costs	\$ _____
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ _____
Short-term and medium-term rental assistance	\$ _____

Tax ID Number: 62-6001...

Grantee Name: Metropolitan Development & Housing Agency (HMIS Renewal)

Grant Number: TN0060L4J041710

Effective Date: 4/16/18

DUNS Number: 072086507

4. The performance period for the project begins 7/1/18 and ends 6/30/2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

**UNITED STATES OF AMERICA,**  
**Secretary of Housing and Urban Development**

BY:

Mary C. Wilson  
(Signature)

Mary C. Wilson, Director  
(Typed Name and Title)

4/16/2018  
(Date)

**RECIPIENT**

Metropolitan Development & Housing Agency  
(Name of Organization)

BY:

James Harbison  
(Signature of Authorized Official)

James Harbison, Executive Director  
(Typed Name and Title of Authorized Official)

6/8/2018  
(Date)

EXHIBIT B

**FIRST AMENDMENT**  
**TO THE**  
**MASTER AGREEMENT**

THIS FIRST AMENDMENT TO THE MASTER AGREEMENT (this "Amendment") is effective September 1, 2018 (the "Amendment Effective Date"), by and between Bowman Systems, LLC ("Bowman") and Metropolitan Development and Housing Agency, ("MDHA").

Recitals:

WHEREAS, Bowman and MDHA entered into that certain Master License and Services Agreement (the "Agreement") dated November 17, 2010;

WHEREAS, Bowman and MDHA desire to modify the terms of the Agreement to assign MDHA's rights and obligations to Metropolitan Homeless Impact Division.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Terms. Capitalized terms not otherwise defined herein shall have the meaning of such terms as defined in the Agreement.

2. Amendment to the Agreement.

- (a) Pursuant to Article 14 - Section 9 of the Agreement, MDHA assigns all rights and obligations under this Agreement to Metropolitan Homeless Impact Division.
- (b) Pursuant to Article 14 - Section 9 of the Agreement and acknowledgement based on the signature herein, Metropolitan Homeless Impact Division hereby accepts such assignment and assumes all rights and obligations under the Agreement.
- (c) Pursuant to Article 14 - Section 9 of the Agreement, MDHA hereby consents to such assignment and assumes all rights and obligations under this Agreement.
- (d) Any reference to "Metropolitan Development and Housing Agency" or "MDHA" in the Agreement shall now refer to Metropolitan Homeless Impact Division
- (e) All references within the Agreement that references MDHA's address in the Agreement shall be deleted in its entirety and replaced with the following:  
PO Box 196300, Nashville, TN 37219-6300

3. Incorporation into Agreement. The terms and conditions of this Amendment shall be incorporated by reference in the Agreement as though set forth in full therein. In the

event of any inconsistency between the provisions of this Amendment and any other provision of the Agreement, the terms and provisions of this Amendment shall govern and control. Except to the extent specifically amended or superseded by the terms of this Amendment, all of the provisions of the Agreement shall remain in full force and effect to the extent in effect on the date hereof. The Agreement, as modified by this Amendment, constitutes the complete agreement among the parties and supersedes any prior written or oral agreements, writings, communications or understandings of the parties with respect to the subject matter thereof.

4. Section Headings. The headings of the Sections hereof are for convenience only and without substantive meaning and shall not be used in interpreting any provision of this Amendment.

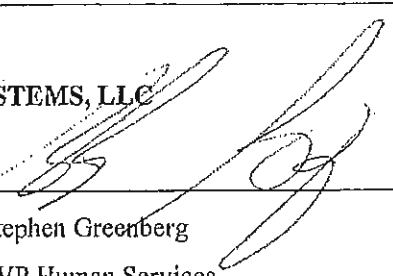
5. Execution in Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile copies shall be deemed originals in all respects.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers or agents thereunto duly authorized, to be effective as of the date first written above.

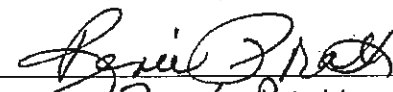
**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BOWMAN SYSTEMS, LLC**

By:  \_\_\_\_\_  
Name: Stephen Greenberg  
Title: SVP Human Services

**METROPOLITAN HOMELESS IMPACT DIVISION:**

By:  \_\_\_\_\_  
Name: Renee Pratt  
Title: Executive Director



event of any inconsistency between the provisions of this Amendment and any other provision of the Agreement, the terms and provisions of this Amendment shall govern and control. Except to the extent specifically amended or superseded by the terms of this Amendment, all of the provisions of the Agreement shall remain in full force and effect to the extent in effect on the date hereof. The Agreement, as modified by this Amendment, constitutes the complete agreement among the parties and supersedes any prior written or oral agreements, writings, communications or understandings of the parties with respect to the subject matter thereof.

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5. Execution in Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile copies shall be deemed originals in all respects.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers or agents thereunto duly authorized, to be effective as of the date first written above.

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY:**

By: James E. Harbison  
Name: James E. Harbison  
Title: Executive Director

**BOWMAN SYSTEMS, LLC**

By: \_\_\_\_\_  
Name: Stephen Greenberg  
Title: SVP Human Services

**METROPOLITAN HOMELESS IMPACT DIVISION:**

By: Renee Pratt  
Name: Renee Pratt  
Title: Executive Director



September 23, 2017

Metropolitan Development and Housing Agency  
712 South 6<sup>th</sup> Street  
Nashville, Tennessee 37202

Attention: Angela Hubbard

Re: Bowman Systems L.L.C. a Medware Company  
ServicePoint Service Agreement  
Contract Renewal and Extension

Dear Ms. Hubbard:

The purpose of this letter is to provide for the renewal and extension of that certain Agreement executed by and between Bowman Systems L.L.C. a Medware Company, formerly known as Bowman Internet Systems, L.L.C., ("BOWMAN") and Metropolitan Development and Housing Agency, ("CLIENT") dated as of, November 17, 2010 (the "AGREEMENT") pursuant to which Bowman provides to CLIENT certain intranet, programming, and implementation services as provided therein. Bowman and CLIENT have agreed to renew, extend and modify the Service Agreement as provided in this letter agreement. Unless otherwise defined in this letter, any terms defined in the Agreement, when used in this letter, shall have the same meaning as are assigned to such terms in the Agreement.

The parties agree that the Agreement remains in full force and effect in accordance with its terms except as modified by this letter. If there is any conflict between this letter and the Agreement, the terms of this letter shall prevail. Our further agreements are as follows:

1. Section (1) of the Agreement is modified and revised to state:  
“(1) Term. CLIENT agrees that the current term of the Agreement, which is effective at the present time by agreement of the parties, runs for 12 months from December 1, 2017 through and until midnight of November 30, 2018. This agreement will automatically renew for successive 12-month terms, unless cancelled or modified within thirty (30) days of the end of the term. This agreement may only be modified by written agreement executed by both parties.”
2. The “Pricing Table” of proposal and referenced, among other places, in Section (3) of the Agreement is deleted in its entirety and replaced with that certain ServicePoint Revised Pricing Table attached to this letter. The undersigned parties agree to the prices, fees, and other provisions set forth in ServicePoint Revised Pricing Table attached hereto.
3. Payment Terms. Payment terms are net thirty (30) days. All fees due under this Order shall be paid as follows:
  - a. Cloud Services: Customer shall pay the Cloud Services fees annually, in advance, on the Effective Date, and on each anniversary of such date every year thereafter.
  - b. CLIENT may add additional user licenses, services, or modules to the system at any time. Fees for these purchases are detailed in the pricing table and will be due within



thirty (30) days of purchase. Recurring fees will be prorated from the date of purchase through the current billing period to align with the annual fee detailed in this letter, in subsequent years, add-on annual fees will be added to the Renewal Fee Schedule.

- c. Increases: All annual fees may be increased by Bowman once annually commencing one (1) year following the Effective Date of the Order at a rate not to exceed 5%. Cloud Services fees may further be increased upon prior written notice to Customer in the event Bowman's third party supplier increases such fees.

The execution of this letter by the parties shall constitute approval, acceptance, renewal, and extension of the Agreement and the terms stated herein. Please evidence your agreement that the foregoing accurately reflects our agreement to extend and modify the Agreement by having an authorized representative of CLIENT execute and return the enclosed duplicate original of this letter.

Very Truly Yours,

Robert C. Weber, EVP & General Counsel  
Bowman Systems L.L.C. a Medware Company

Attachments:  
ServicePoint Pricing Table

<b>METROPOLITAN DEVELOPMENT AND HOUSING AGENCY</b>		<b>BOWMAN SYSTEMS, LLC A MEDIWARE COMPANY</b>
Signature: <i>AC Howard</i>		Signature: <i>R. Weber</i>
Name: <i>ANGELA HOWARD</i>		Name: Robert C. Weber
Title: <i>DIR. OF COMMUNITY DEV.</i>		Title: EVP & General Counsel
Date: <i>11/1/2017</i>		Date: <i>11-1-17</i>



# Bowman Systems

a Mediware Company

Bowman Systems, LLC  
333 Texas Street, Shreveport, LA 71101  
Mediware.com | 1.888.Mediware

**Ordering Procedure: (NOTE: An invoice will be issued after a signed Renewal Agreement is received.)**

A scanned or faxed signed Order must be sent to your Bowman Sales Representative and/or Bowman's Contracts Department as follows:

Marsha.blankenship@mediware.com and/or Katie.scantlon@mediware.com  
Fax: (913) 307-1111

If payment is issued, please remit separately to Mediware Information Systems, Inc.  
P.O. Box 204176  
Dallas, Texas 75320-4176

Please check one of the boxes below regarding your sales tax status:

Exempt \*       Non-Exempt

**\* If "Exempt" is checked above; Customer is required to provide the appropriate certificate to Mediware upon Execution of this Order Form. Failure to provide could result in sales tax charges**

Please provide your accounts payable or billing contact information below. Also, supply the billing address if different from the header address of this document and any other additional instructions required.

Name:	Angela Hubbard
Title:	Director of Community Development
E-mail:	ahubbard@nashville-mdha.org
Phone:	Same as header
Billing Address:	
City/State/Zip:	
Additional Instructions:	Please return a signed copy of agreement. Invoice needs to reflect credit balance of \$8,105.00

## ServicePoint Pricing Table

Metropolitan Development and Housing Agency  
Renewal Period: December 1, 2017 - November 30, 2018

### ServicePoint License Count Summary

Item	Quantity
ServicePoint - User License *	217
ServicePoint - Reporting User - Premium (AdHoc) *	4
ServicePoint - Reporting User - Basic (Report Viewer) *	17

### Cloud Service Fees Billed on a Per License Basis

Quantity	Per User Rate	Item	Annual
217	\$87.00	ServicePoint - Software Maintenance, Enhancement, & Customer Support Fee (up to 76 hrs.)	\$ 18,879.00
217	\$130.00	ServicePoint - User Hosting Fee	\$ 28,210.00
4	\$170.00	ServicePoint - Reporting User - Premium (AdHoc) Fee	\$ 680.00
17	\$87.00	ServicePoint - Reporting User - Basic (Report Viewer) Fee	\$ 1,479.00
21	\$11.00	ServicePoint - Reporting User - Bandwidth Fee	\$ 231.00
<b>Total Cloud Service Fees Billed on a Per License Basis</b>			<b>\$ 49,479.00</b>

### Cloud Service Flat Fees

Quantity	Per Unit Rate	Item	Annual
1	\$450.00	ServicePoint - AIRS Taxonomy (non-profit)	\$ 450.00
1	\$420.00	ServicePoint - SSL Certificate	\$ 420.00
1	\$3,150.00	ServicePoint - Training Site	\$ 3,150.00
<b>Total Cloud Service Flat Fees</b>			<b>\$ 4,020.00</b>
<b>Grand Total Cloud Service Fees</b>			<b>\$ 53,499.00</b>

\* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:

**One-time Fees:**

ServicePoint - User License: \$205/license

**Recurring Cloud Service Fees:**

ServicePoint - Software Maintenance, Enhancement, & Customer Support: \$87/license/year

ServicePoint - User Hosting Fee: \$130/license/year

ServicePoint - Reporting User - Premium (AdHoc) Fee: \$170/license/year

ServicePoint - Reporting User - Basic (Report Viewer) Fee: \$87/license/year

ServicePoint - Reporting User - Bandwidth Fee: \$11/license/year

TENNESSEE DEPARTMENT OF REVENUE  
NASHVILLE



GOVERNMENT CERTIFICATE OF EXEMPTION

To: Bowman Systems, LLC a Medware Company  
Vendor

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of such government or agency.

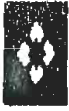
The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title or has title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or service obtained upon this certificate of exemption.

Name of government or agency: METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

Date: 11/1/2017

Signed: AC Hubbard  
Title: Director of Community Dev.  
Tax Exempt Number: 626001585

RV-F1301301



# Bowman Systems

a Medware Company

Bowman Systems  
11711 West 79th Street  
Lenexa, KS 66214  
Tel: (913)-307-1000

INVOICE NO.	PAGE
CTR1500001198	1

DOCUMENT DATE	TERMS
11/10/2017	Net 30

TYPE	PURCHASE ORDER NO.
Invoice	

ACCOUNT NO.	CONTRACT NO.
TNB15430	0000001550

**Bill To:**

Metropolitan Development & Housing Agency  
ATTN: Amanda Wood  
712 S. 6th St.  
Nashville TN 37206

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXT PRICE
SERVICEPOINT SOFTWARE MAINT, ENHANCEMENTS & CUST SVC	ANNUAL	217.00	\$87.00	\$18,879.00
BOWMAN SHARED HOSTING SERVICE	ANNUAL	217.00	\$130.00	\$28,210.00
REPORT GALLERY ACCESS WITH REPORT CREATION ABILITY	ANNUAL	4.00	\$170.00	\$680.00
REGULAR REPORT GALLERY ACCESS	ANNUAL	17.00	\$87.00	\$1,479.00
REPORT GALLERY ACCESS BANDWIDTH FEE	ANNUAL	21.00	\$11.00	\$231.00
AIRS TAXONOMY LICENSE, INTEGRATION & UPDATE FEE	ANNUAL	1.00	\$450.00	\$450.00
SSL CERTIFICATE	ANNUAL	1.00	\$420.00	\$420.00
SERVICEPOINT TRAINING SITE ANNUAL LICENSE & MAINTENANCE	ANNUAL	1.00	\$3,150.00	\$3,150.00
TERM: 12/1/2017-11/30/2018	ANNUAL	1.00	\$0.00	\$0.00
PER CONTRACT 812019, DATED 11/1/2017	ANNUAL	1.00	\$0.00	\$0.00
<b>REMIT TO:</b>			<b>SUBTOTAL</b>	<b>\$53,499.00</b>
Medware Information Systems, Inc.			<b>CREDIT APPLIED</b>	<b>\$8,100.00</b>
PO Box 204176			<b>TOTAL DUE</b>	<b>\$45,399.00</b>
Dallas, TX 75320-4176				

**PLEASE REFERENCE YOUR ACCOUNT # AND THE INVOICE # ON PAYMENT STUB**



November 18, 2010

Metropolitan Development and Housing Agency  
712 South Sixth Street  
Nashville, TN 37206

Attention: Sara Hylton

Re: Bowman Systems L.L.C. ServicePoint License and Service Agreement

Dear Ms. Hylton:

Enclosed you will find three duplicate originals of the ServicePoint License and Service Agreement signed by Robert Bowman. Please execute the agreements and return one of the three copies to our Contracts Department. The remaining two copies of the agreement are for your records. Your initial invoice is enclosed as well.

If you have any questions regarding the agreement or the invoice, please contact me at 318-213-8780 extension 115 or via email at [pstephens@bowmansystems.com](mailto:pstephens@bowmansystems.com). We appreciate your business and look forward to meeting your HMIS needs.

Sincerely,

A handwritten signature in cursive script that reads "J. Philip Stephens".

J. Philip Stephens, CPA  
Senior Accountant  
Bowman Systems, L.L.C.



Metropolitan Development and Housing Agency  
712 SOUTH SIXTH STREET \* NASHVILLE, TENNESSEE \* TELEPHONE (615) 252-  
8421

MAILING ADDRESS: P.O. BOX 846 NASHVILLE, TENNESSEE 37202

TELEPHONE DEVICE FOR THE DEAF (615) 252-8599

### AGREEMENT

THIS AGREEMENT made this 17th day of November in the year Two Thousand Ten (2010) by and between Bowman SYSTEMS, L.L.C. a limited liability company doing business under the laws of the State of Tennessee, hereinafter called "Bowman", and the METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, Nashville, Tennessee, a public body and a body corporate and politic, created under the provisions of the Housing Authorities Law, of the State of Tennessee, hereinafter called the "Metropolitan Development and Housing Agency", or "MDHA".

WITNESSETH, that Bowman and MDHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK. Bowman has developed or otherwise is the owner of certain software products and know-how that manages data and information provided via company intranets and World Wide Web based portals and sites. MDHA desires to obtain from Bowman the right to use certain of Bowman's software products and professional services to manage and maintain its data and information. Initially, MDHA will purchase a ServicePoint software license, 187 users, an SSL Certificate and the required AIRS Taxonomy, shared data hosting services, annual support and maintenance services and system implementation and training services.

### ARTICLE 2. DEFINITIONS.

1. "Act" refers to the federal Copyright Act, as it may be amended from time to time hereafter.
2. "Administrative End User" refers to end users who may be system administrators for MDHA and who have administrative access to the Web Sites and are responsible for setting up MDHA's security structure, assigning and maintaining lists of passwords and end users, are responsible for all data, data input and data management, and are responsible for End User License Agreement management, execution, and issuance
3. "Agency End User" refers to agencies and personnel of, or directly contracted by, an agency who have access to the Web Sites to enter or to manage MDHA data. It does not refer to private persons or members of the public who have access to the Web Sites and who may also therein enter information, depending on the Software Program licensed for use by MDHA.
4. "Agreement" refers to this Agreement and all amendments entered into by and between Bowman and MDHA pursuant to this Agreement
5. "Bowman Copyright" means the copyright Bowman now or hereafter has on and to the software and applications it has developed, including the Software Programs and shall be indicated as follows: "Copyright © Bowman Systems, L.L.C.," referencing the appropriate year.
6. "Bowman Published Pricing" means the rates set and published from time to time by Bowman for its Software Products and Services.
7. "Documentation" means tangible descriptions of the functionality and use of the Software Programs.
8. "End User" means any person who uses or accesses the Software Programs or the Web Sites.

9. "End User License Agreement" or "EULA" means the end user license agreement to which MDHA must ensure that all End Users consent prior to using or to accessing the Software Programs and the Web Sites. Such agreement may be in hard copy form, a "click-wrap" license, or set forth in the Terms of Use Section.
10. "Fees" mean all fees, charges, costs, and expenses due to Bowman from MDHA pursuant to this Agreement and any and all Riders.
11. "Hosting" means the act of storing the Software Programs and the Web Sites on a Server within a network.
12. "Know-How" means all of Bowman's knowledge and includes Services and the results of such Services, as well as any and all software ideas, processes, methods, programming aids or flow charts developed, prepared, conceived, made or suggested by MDHA, Bowman, their employees or third parties hired by either or both of them, under or related to the performance of this Agreement and the use of the Software Products; including all such developments as are originated or conceived before, after, or during the Term and are completed or reduced to practice thereafter.
13. "Initial Term" means the first 12 months of this Agreement commencing as of the Effective Date.
14. "Intellectual Property" means all forms of Bowman's intellectual property, including without limitation, Trade Secrets, Trade Rights, Know-How, Software Products, Work Product, goodwill, moral rights, copyrights, and patents, in existence now or hereafter. Moral rights shall mean Bowman's rights to have its intellectual property properly attributed and the right to object to distortion or alteration of its intellectual property that would be prejudicial to its reputation.
15. "License" and "Licenses" refer to the license and/or licenses granted by this Agreement.
16. "Modification" means any software program that (1) is derivative of or interfacing with the source code of any of the Software Programs or any software owned by Bowman; (2) emulates or performs substantially the same functions as the Software Programs or any software owned by Bowman or any source code of any such software; or (3) results from the merger of the source code of any of the Software Programs or any software owned by Bowman with other software. It also includes any copies, modifications, or enhancements of the Software Programs, and any trade rights, moral rights or copyrights therein.
17. "Pricing Tables" means the written pricing tables Bowman provides to MDHA that outline the Fees for Software Products and Services purchased by MDHA.
18. "Renewal Term" means each additional period of time for which this Agreement is renewed pursuant to the terms hereof, with the first renewal period measured from the expiration of the Initial Term, and the remaining periods measured from the expiration of the immediately preceding the original period. MDHA has the option for four Renewal Terms of one year each.
19. "Restricted Use Software" means pre-production, developmental, demonstration, evaluation, and beta Software Programs.
20. "Riders" refer to all riders now or hereafter prepared by Bowman and signed by MDHA for purposes of MDHA purchasing or obtaining Software Products, Services and Licenses.
21. "Server" means the computer(s) onto which the Software Programs and the Web Sites are to be installed by Bowman for use by MDHA.
22. "Services" mean the professional, consulting, implementation, training, and support services of Bowman obtained by MDHA from Bowman pursuant to this Agreement and comprise apart of Know-How even if modified, augmented, enhanced, or supplemented by input, suggestion, information, or by feedback originated by MDHA during its use of or in anticipation of its use of the Software Products, including all such information provided by MDHA to Bowman prior to the Effective Date.
23. "Software Products" mean collectively the Software Programs, together with all Documentation and Know-How, licensed for use by MDHA from Bowman from time to time under this Agreement and includes any updates, modifications or improvements made thereto.

24. "Software Programs" mean the software and applications of Bowman licensed for use by MDHA from Bowman from time to time under this Agreement and includes any updates, modifications or improvements made to such software and applications.
25. "Term" is length of time this Agreement is effective and is the Initial Term and all Renewal Terms.
26. "Terms" of Use means the terms and conditions that govern the use of and access to the Software Programs and the Web Sites by all End Users.
27. "Terms of Use Section" means the section of the Web Sites which set forth the Terms of Use.
28. "Trade Rights" means Bowman's trademarks, service marks, trade names, service names, trade dress, logos, Software Program logos, business slogans, and commercial symbols, as any of them may be unilaterally amended from time to time by Bowman, and whether any are registered or not, and includes good will.
29. "Trade Secrets" means all of Bowman's specifications, documentation, technical data, sales information, quantity and quality of Software Products marketed or licensed, prices, methods of pricing, product and process information, marketing techniques and plans, returns, unannounced products, beta software, product and process information, customer lists and information, results of audits and information acquired during an audit and source code related to the products and services owned or provided by Bowman, including those provided under this Agreement.
30. "Web Site" means the content of the MDHA intranet or world wide web based site or portal related to MDHA's licensed use of the Software Programs.
31. "Work Product" means any and all software ideas, enhancements to functionality, processes, methods, programming aids or flowcharts, documentation, and white paper developed, prepared, conceived, made or suggested by MDHA, Bowman, their employees or third parties hired by either or both under or related to the performance or use of the Software Programs or the License(s) granted hereunder, including all such developments as are originated or conceived during the Term of this Agreement but are completed or reduced to practice thereafter.

### ARTICLE 3. OWNERSHIP.

1. Title. Bowman owns the Software Products, Software Programs, and Intellectual Property. MDHA acknowledges that the same are and shall remain the sole and exclusive property of Bowman. Nothing in this Agreement will be deemed to constitute a transfer by Bowman of its title in and to any of the foregoing.
2. Modifications. All Modifications whether developed singly or jointly by MDHA, Bowman, their employees or third parties hired by either or both will be and remain the property of Bowman, regardless of whether MDHA pays for such Modifications and MDHA shall be due no compensation therefor. Any and all rights, title, and ownership interests that MDHA and/or its employees may have in and to such Modifications or any tangible medical embodying such Modifications are hereby assigned to Bowman. MDHA and approved MDHA End Users shall not copy, modify, enhance, or make derivative works of the Software Products or Intellectual Property.
3. Work Product. All Work Product is not and will not be deemed to be a "work for hire" if consistent with the requirements of Section 101 of the Act and are, will be, and remain the exclusive property of Bowman, regardless of whether MDHA pays for same and whether or not deemed to be a "work for hire" within the meaning of the Act; and any and all rights, title, and ownership interests, including copyright, that MDHA, its employees, or third parties engaged by MDHA to assist its use of the Software Products, may have in and to such Work Product or any tangible media embodying such Work Product are hereby assigned to Bowman, and MDHA and any third party engaged by MDHA shall be due no compensation therefor.

ARTICLE 4. TERM. The Initial Term of this Agreement is one (1) year. MDHA has the option for up to four (4) additional one (1) year Renewal Terms. At the end of the Initial Term, this Agreement will automatically renew for successive Renewal Terms, unless a party gives written notice of termination to the other party not less than thirty (30) days prior to the end of the Initial Term or the particular Renewal Term, as the case may be.

ARTICLE 5. FEES.

1. MDHA agrees to pay Bowman during the Initial Term the Fees stated on Exhibit A to this Agreement.
2. The Fees applicable during each Renewal Term for all additional Licenses, including End User licenses, Software Products, and Services, shall be based on rates determined at the then Bowman Published Pricing.

ARTICLE 6. GRANT OF LICENSE.

1. License. Bowman grants to MDHA during and for the Term a non-exclusive, non-transferable license to load the Software Programs onto Server, to use and to access the loaded Software Programs and the Web Sites, and to make available their use to End Users authorized by MDHA.
2. Implementation. Implementation and support of the Software Programs requires full cooperation of MDHA for the implementation process, including training, and support and the provision of Services to MDHA.
3. Restrictions on Use. MDHA may use the Software Programs, Software Products, and the Web Sites only for and in connection with its legitimate operations. MDHA may not rent, sublicense, assign, transfer, sell, license or grant any rights to or interest in the Software Products to any person, or otherwise make same available to third parties or use the Software Products to violate third party rights. MDHA may not engage the services of any third party to assist it in its use of the Software Products without obtaining Bowman's prior written consent and executing and causing to be executed such agreements that Bowman may, in its sole discretion, require from MDHA or any such third party. MDHA is prohibited from permitting the use of the Software Products on any Server or computer that has not been approved and licensed by MDHA or Bowman owned Server or computer and from permitting the linkage of any MDHA Server or computer using the Software Products with a computer or server that has not been approved and licensed by MDHA or Bowman owned, unless (1) the prior written consent of Bowman shall have been obtained; and (2) MDHA will have first successfully and at its own expense implemented those security measures, if any, required by Bowman for such linkage.
4. Trade Rights and other matters. MDHA will not, and will not permit any person to, alter or delete any intellectual property rights notices, Trade Rights, or any EULA or Terms of Use included in the Software Programs or Software Products or contained in any content of a Web Site made by MDHA's use of those Software Programs. MDHA shall not acquire any right to any of the Trade Rights or other form of Bowman's intellectual or commercial property. MDHA shall not remove, delete, or in any manner alter the Trademarks, Trade Rights or other intellectual property rights notices of Bowman's or of any third person appearing on the Software Products, or the materials or Web Sites generated by MDHA's use thereof. Bowman may from time to time discontinue or modify its Trade Rights, add new ones, and revise these instructions, or those Bowman may from time to time hereafter issue, to protect the standards of quality established for Bowman's goods and services marketed and/or licensed under its Trade Rights.
5. End Users. MDHA is responsible for all access to and use of the Software Programs and the Web Sites by all End Users and for ensuring that no End User's use of or access to the same (i) will violate this Agreement or (ii) would constitute a violation of this Agreement were the conduct of the End User committed by MDHA. MDHA is obligated to have all End Users

agree, prior to accessing or using the pertinent Software Program or Web Site, to and comply with the applicable End User License Agreements and Terms of Use Section as either may be amended from time to time by Bowman in its sole and unfettered discretion, whether through a "click-wrap" license, a signed written EULA, or the inclusion of a Terms of Use Section, prior to End User's use or access to the Software Programs. In the event the Software Program licensed to MDHA permits MDHA to make a Web Site available to the public for members of the public to access and to use, MDHA is responsible for the conduct of any person who accesses such Web Site and MDHA must maintain on such Web Site a Terms of Use Section. Any End User who does not agree to the applicable EULA or the Terms of Use Section must be denied access by MDHA to the Software Programs or the Web Site. MDHA will not, and will not permit any person to, alter or delete any EULA or Terms of Use Section included in the Software Programs or contained in any content of the Web Sites that embody Software Programs, without the prior written consent of Bowman.

6. Agency End User Information Disclosure. MDHA shall provide to Bowman upon request all contact and profile information of all Agency End Users and Bowman may contact such agencies or their personnel from time to time for any business purposes. MDHA shall permit no agency or its personnel to be an End User in the event the agency refuses to provide such information.
7. Administrative End Users. MDHA shall provide to Bowman upon request the list of all Administrative End Users, identifying them by name, employer, address, telephone number and email, and user names and passwords.
8. Data Input and Management. MDHA is responsible for all information and data input by it and End Users and all output generated in connection with its use of the Software Products, and for maintaining such information, output, and data. MDHA owns all data input and generated by the use of the Software Products by it and End Users. This does not include information regarding any social services or other agency, nor does it include any enhancements to the functionality of the Software Programs that MDHA may use or develop, which include any MDHA developed questionnaires or assessments or changes to the framework of the Software Programs, it being expressly agreed that all enhancements and changes belong to Bowman. MDHA is responsible for all content of the Web Site made by MDHA's use of the Software Products. MDHA has sole responsibility for adequate protection of the data input or generated in connection with its use of the Services, Software Products, or the Web Sites and Bowman in no event shall have any liability therefore. MDHA is responsible for all access to and use of the Software Programs and the Web Sites by all End Users authorized by MDHA.
9. Upgrades: The Licenses granted herein include routine system upgrades. Major version upgrades are included as part of the warranty and maintenance agreement and as outlined in Exhibit A and the RFP.

ARTICLE 7. LIMITED WARRANTY (SOFTWARE PRODUCTS) With respect to the software products, in the event of loss of data due to errors or negligence on the part of Bowman, Bowman will correct program errors in a timely fashion at no additional cost to MDHA, however, MDHA first must provide Bowman written notification of any defects in the software program and also must reproduce any alleged defect so that it can be verified that the defect is a genuine program error or fault. Other than hereinabove described, Bowman makes no express or implied warranties and makes no implied warranty of merchantability or fitness for a particular purpose. Bowman shall not be responsible for loss of data no matter how caused and including without limitation resulting from delays, non-deliveries, mis-deliveries, service interruptions, or other interruptions whether caused by MDHA or any other person or entity.

## ARTICLE 8. LIMITATION OF LIABILITY.

1. With respect to software programs, in the event of loss of data due to errors and or negligence on the part of Bowman, Bowman will correct the program error in a timely fashion at no additional cost to MDHA.
2. In no event shall the aggregate of Bowman's liability under this Agreement exceed the lesser of \$10,000.00 or the total fees already paid by MDHA to Bowman pursuant to this Agreement. In no event shall Bowman be liable for indirect, consequential, punitive or special damages.

## ARTICLE 9. TRADE SECRETS AND CONFIDENTIALITY.

1. Trade Secrets. MDHA hereby acknowledges that all of Bowman's specifications, documentation, technical data, sales information, quantity and quality of Software Products marketed or licensed, prices, methods of pricing, product and process information, marketing techniques and plans, returns, unannounced products, beta software, product and process information, customer lists and information, results of audits and information acquired during an audit and source code related to the products and services owned or provided by Bowman, including those provided under this Agreement (Trade Secrets) are protected by civil and criminal law, are very valuable to Bowman, and that their use must be carefully and continuously controlled. MDHA agrees to use the highest standard of diligence to ensure the confidentiality of the Trade Secrets, and will prohibit the unauthorized access to, use or duplication of any of the Trade Secrets. MDHA agrees to provide all Trade Secrets the same security as MDHA provides for its most confidential materials. MDHA will not cause, permit, nor allow the Trade Secrets or any materials provided by Bowman to be copied, reverse engineered, decompiled, duplicated, transcribed, transferred, relied on or used to make derivative works, Modifications, or any software or system that has the "look and feel" of the software licensed herein, sold to, revealed to, or used by any other person, firm or company without prior written consent of Bowman. MDHA shall not, and shall not permit any person to, download any part of the source code comprising the Software Programs nor may MDHA modify or enhance source code or any of the materials comprising the Software Products or any materials provided to it by Bowman, without the prior written consent of Bowman. MDHA agrees to notify Bowman immediately of any infringement of the Trade Secrets or the Software Products, unauthorized possession, use or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use or knowledge, and will cooperate fully with Bowman in any litigation against third parties deemed necessary by Bowman to protect its proprietary rights. MDHA's compliance with the above shall not be construed in any way as a waiver of Bowman's right to recover damages or obtain other relief against MDHA for its negligent or intentional harm to Bowman's proprietary rights or for breach of contractual rights. If MDHA attempts or allows others to attempt to use, copy, duplicate, transcribe, transfer, reverse engineer, decompile, rely on or use to make derivative works, Modifications, or any software or system that has the "look and feel" of any of the software licensed herein, or to sell to, reveal to, or permit use by a third party the items supplied by Bowman pursuant to this Agreement, or to download, to modify, or to enhance any part of the source code comprising the Software Programs, in a manner contrary to the terms of this Agreement or in derogation of Bowman proprietary rights, whether these rights are explicitly herein stated or as set and/or determined by law, or otherwise, Bowman shall have, in addition to any other remedies available to it at law or equity, the right to injunctive relief enjoining such actions; MDHA hereby acknowledges that irreparable harm will occur to Bowman and that other remedies are inadequate.

2. Confidentiality. MDHA acknowledges and agrees that it has received the benefit of terms and conditions for the Software Products and Services and that Bowman may not extend such terms and conditions to other licensees. MDHA agrees that the terms and conditions of this Agreement, and the information conveyed and/or received by and between the parties relative to such terms and conditions, are proprietary to Bowman. It is therefore agreed and understood that, in part consideration for the Licenses granted to MDHA, Bowman and MDHA each agree that all information pertaining to the terms and conditions of this Agreement, whether received or conveyed before the effective date or during the term of this Agreement, are proprietary to Bowman and shall be received in strict confidence, and that no such information shall be disclosed by MDHA, its agents or employees without prior written consent of Bowman, unless such information is publicly available from other than a breach of these provisions. MDHA agrees to take all reasonable precautions to prevent the disclosure to outside parties of such information, except as may be necessary by reason of legal, accounting or regulatory requirement beyond its reasonable control. In the event MDHA is subject to open records laws, notwithstanding any applicable open records laws, MDHA agrees that MDHA, its agents, employees, and assigns, shall not publicize or voluntarily disseminate any of such terms, conditions, and information, and MDHA agrees to take all necessary precautions to prevent such disclosure to outside parties of such information, unless mandated to do so by applicable open records laws and regulations. MDHA immediately shall notify Bowman in writing of any and all requests that may be made under such open records laws for any such information, providing Bowman the applicable regulations and laws together with a copy of such requests, and to the extent MDHA is mandated to honor any such request, MDHA immediately shall notify Bowman in writing thereof. In the event MDHA is mandated by law or by regulation to agree to release or to release information contained in this Agreement, it must present to Bowman in writing the particular regulations and laws mandating any such release by MDHA, identify the information, the person(s) making the release, and the person(s) to whom the release is or is to be made. Bowman agrees that all information and data input by MDHA in its use of the Software Programs are deemed confidential, and that no such data or information shall be disclosed by Bowman to any outside party, unless such information is publicly available from other than a breach of these provisions. Bowman agrees to take all reasonable precautions to prevent the disclosure to outside parties of such data and information, except as may be necessary by reason of legal, accounting, or regulatory requirement beyond the reasonable control of Bowman. In the event disclosure is sought by way of legal, accounting or regulatory request or requirement, the party from whom the information is sought shall notify immediately in writing the other party of the same indicating who is seeking the information and pursuant to what means and provide copies of any requests or otherwise the party has received.
3. Publicity. Notwithstanding the foregoing paragraph, the existence of this Agreement is not confidential information subject to the foregoing paragraph. Each party may advertise the fact it has entered this Agreement. Each party may cause their web sites to link to the other party's web site, but the use of frames is prohibited.

**ARTICLE 10. INDEMNIFICATION.** Subject to the Limitations of Liability in Article 8 above, Bowman shall agree to indemnify and hold MDHA, its officers, agents and/or employees harmless from and against any and all lawsuits, damages and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the MDHA, its officials, agents and/or employees for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of Bowman and/or the Bowman's servants, agents and/or employees.

## ARTICLE 11. TERMINATION.

1. MDHA shall have the right to terminate the Agreement at any time. In the event Bowman fails to comply with any material provision of this Agreement, MDHA may serve written notice upon Bowman and if Bowman fails within a period of ten (10) days thereafter to correct failure, MDHA may terminate the Agreement upon written notice to Bowman. Upon such termination, Bowman shall immediately cease its performance of the Agreement and MDHA will promptly pay to Bowman the amount due for such satisfactory work.
2. MDHA reserves the right to terminate this Agreement for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to Bowman. Upon receipt of notice, Bowman shall immediately cease work and MDHA will promptly pay to Bowman for work performed prior to receipt of the termination notice, together with Bowman's cost for closing down its work, and Bowman shall have no claim for loss of anticipated profits or any additional compensation.
3. This Agreement and the Licenses terminate upon MDHA's material breach of or default under any provision of this Agreement, after 10 days notice and opportunity to cure, or upon expiration of the Term, whichever occurs first.
4. Upon termination or expiration of this Agreement for any reason, all rights granted to MDHA under this Agreement shall forthwith terminate and revert immediately to Bowman. MDHA shall immediately discontinue all use of the Software Products, provide to Bowman a current list of all End Users, terminate all use of the Software Products thereof by any and all End Users, uninstall all Software Programs from its Server, transmit to Bowman all materials related to the Software Products, and return all copies of the Software Products to Bowman. Termination or expiration of this Agreement shall not extinguish any of the parties' obligations hereunder that by their terms continue after the date of termination or expiration.

ARTICLE 12. BREACH OF AGREEMENT. If BOWMAN fails to fulfill its obligations under this Agreement in a timely and proper manner or if it shall violate any of the terms of this Agreement, MDHA shall have the right to terminate such contract subject to the notice and cure provisions of Article 11 Section 1, and withhold payments in excess of fair compensation for work completed. Subject to exclusion of certain types of damages and other limitations of liability in Article 8 above, BOWMAN shall not be relieved of liability to MDHA for damages sustained by virtue of any breach by BOWMAN.

ARTICLE 13. INFORMATION PRIVACY AND SECURITY LAWS AND REGULATIONS. Bowman represents and warrants that it is in full compliance with any and all federal and state information privacy and security laws and regulations including, but not limited to, and as applicable, the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act). It agrees that it shall remain in such compliance for the term of this Agreement and any renewal terms hereof. It further agrees that it shall remain in compliance with the terms of this section for so long as it holds any information of the MDHA or End Users.

## ARTICLE 14 ADDITIONAL PROVISIONS.

- I. U.S. Government Limited Rights and Restricted Rights: The Software Products are provided with RESTRICTED RIGHTS. The Software Products include software and documentation which is commercial technical data or computer data bases or commercial computer software or commercial computer software documentation, as applicable which were developed or acquired exclusively at private expense by Bowman Systems, LLC / 333 Texas Street / Shreveport, LA 71101. U.S. Government rights to use, modify, reproduce, release, perform,




- display or disclose these technical data or computer data bases or computer software or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) or subject to the restricted rights provision of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements. In no event shall Bowman be subject to any flow down provisions required by the governmental customer unless agreed to by Bowman in writing.
2. Subsequent Orders/Invoices. Software Products or Services provided to MDHA by Bowman subsequent to this Agreement will be governed by the terms of this Agreement and such orders will be reflected by an appropriate Rider. This Agreement governs the terms and conditions of all Software Products and Services provided by Bowman to MDHA. Terms and conditions on any order form or invoice will not apply and are of no force and effect, whether written or prepared by Bowman or MDHA.
  3. Modification of Agreement. Such Agreement may be modified only by written amendment executed by all parties.
  4. No Third-Party Beneficiary. Nothing in this Agreement shall be construed as conferring any rights, benefits, remedies, or otherwise, on or in favor of any third-party, including without limitation any End User.
  5. Independent Contractor Status. It is expressly understood and agreed that Bowman is an independent contractor at all times and for all purposes hereunder. Officers, employees, or representatives of Bowman shall not be deemed in any way to be and shall not hold themselves out as employees, servants, representatives, or agents of MDHA, and shall not be entitled to any fringe benefits of MDHA. Bowman shall be responsible for paying payroll wages, for the withholding and payment of all income and social security taxes to the proper Federal, State, and local governments, and for providing workers' compensation and unemployment insurance of Bowman.
  6. Complete Agreement. This Agreement and the amendments that may from time to time be signed by the parties pursuant hereto contain the entire agreement between the parties with respect to the transactions contained herein and supersedes all prior proposals and understandings, both oral and written. No party hereto has relied on any statement, representation or promise of any other party or of an officer, agent, employee or attorney for the other party in entering into this Agreement except as expressly stated herein. This Agreement may be amended, modified or altered only by a written instrument signed by all parties hereto.
  7. Headings. The headings of each paragraph contained herein are provided only for convenience and shall not be deemed controlling.
  8. Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns and successors.
  9. Assignability. This Agreement shall not be transferable or assignable by MDHA without the prior written consent of Bowman. MDHA acknowledges for itself and on behalf of any of its assignees and transferees that Bowman may require any assignee or transferee of MDHA to renegotiate the terms of this Agreement. Bowman reserves the right to refuse to permit MDHA to transfer or to assign this Agreement for any reasons, in its sole and unfettered discretion.
  10. Jurisdiction and Venue. In the event of a Contract dispute or litigation arising out of said Agreement, it is understood and agreed that this Agreement was executed and performed in Davidson County, and, as such, it is agreed by both parties that venue for said litigation, including an action of Declaratory Judgment, will be in Davidson County.
  11. Force Majeure. Bowman shall not be liable to MDHA or any other person or entity for any loss or damage for delay in performance, or for nonperformance, due to causes not reasonably within its control, such as, but not limited to, an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, public disaster, lightning, fire, storm, flood or other act of nature, explosion, judicial orders/decrees,

- governmental laws/regulations, governmental action, governmental delay, restrain or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of Bowman.
12. Notice. Any notices under this Agreement shall be written and shall be sent by facsimile to the other party at its above facsimile telephone number, or by First Class United States Mails postage prepaid or by prepaid Federal Express overnight delivery, properly addressed to the other party at its above address, which facsimile telephone numbers and addresses may not be changed without written notice, and shall be deemed delivered when actually received.
  13. Counterparts. Two (2) duplicate originals of this Agreement are executed with each party retaining one (1) copy.
  14. Severability. The invalidity of any one or more of the provisions of this Agreement shall not affect the remaining portions of this Agreement, and in case of any such invalidity, this Agreement shall be construed as if the invalid provisions had not been inserted.
  15. Worker's Compensation Insurance. Bowman shall maintain worker's compensation insurance coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.
  16. Automobile Liability Insurance. Bowman shall maintain bodily injury and property damage combined single limit in the minimum amount of \$250,000 for each occurrence, \$500,000 aggregates.
  17. Consultant's Professional Liability Insurance. Bowman shall maintain bodily injury and property damage combined single limit in the minimum amount of \$250,000 each occurrence, \$500,000 aggregate.
  18. Attorneys Fees. Should either party employ an attorney or attorneys to institute a legal proceeding against the other party or parties for the purpose of enforcing any of the provisions hereof or protecting its interest in any manner arising under this Agreement, the non-prevailing parties in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) shall pay to the prevailing party all reasonable costs, damages and expenses, including reasonable attorneys' fees, expended or incurred by such prevailing party in connection with such proceeding.

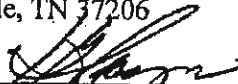
IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed in three original counterparts as of the day and year first written above.

BOWMAN SYSTEMS, L.L.C.  
333 Texas Street, Suite 300  
Shreveport, LA 71101

By:   
Robert Bowman  
President

Date: 11-17-2010

METROPOLITAN DEVELOPMENT  
AND HOUSING AGENCY  
701 South Sixth Street  
Nashville, TN 37206

By:   
Harold Hayes  
Contracting Officer

Date: 11/23/10

**BUSINESS ASSOCIATE AGREEMENT**  
**BETWEEN**  
**THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**  
**AND**  
**BOWMAN SYSTEMS, LLC**

This Agreement is entered into this 17th day of November, 2010 by and between the **METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**, a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, T.C.A. §§ 13-20-101. et seq. ("MDHA) and **BOWMAN SYSTEMS, LLC** ("Contractor").

**SECTION 1 – DEFINITIONS**

- a. **Individual.** "Individual" shall have the same meaning as set forth in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- b. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- c. **HIPAA Security Regulations.** "HIPAA Security Regulations" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR part 160 and subparts A and C of part 164.
- d. **HITECH Standards.** "HITECH Standards" means the privacy, security and security Breach notification provisions under the Health Information Technology Act of 2009, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), and any regulations promulgated thereunder.
- e. **Protected Health Information.** "Protected Health Information" or "PHI" shall have the same meaning as set forth in 45 CFR § 160.103.
- f. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- g. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- h. **Catch-all definition.** Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Act of 2009, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), implementing regulations at 45 Code of Federal

Regulations Parts 160-164 and any other current and future regulations promulgated under HIPAA or the HITECH Act.

## **SECTION 2 - OBLIGATIONS AND ACTIVITIES OF CONTRACTOR**

- a. **Permitted Uses of Protected Health Information.** Contractor shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Contractor may: 1) use and disclose PHI to perform its obligations under its contract with MDHA; (2) use PHI for the proper management and administration of Contractor; and (3) disclose PHI for the proper management and administration of Contractor, if such disclosure is required by law or if Contractor obtains reasonable assurances from the recipient that the recipient will keep the PHI confidential, use or further disclose the PHI only as required by law or for the purpose for which it was disclosed to the recipient, and notify Contractor immediately of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- b. **Safeguards.** Contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Contractor shall develop and implement policies and procedures that comply with the Privacy Rule, HIPAA Security Regulations, and the HITECH Act.
- c. **Mitigation.** Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. **Notice of Use or Disclosure, Security Incident or Breach.** Contractor shall notify MDHA of any use or disclosure of PHI by Contractor not permitted by this Agreement, any Security Incident (as defined in 45 C.F.R. section 164.304) involving Electronic PHI, and any Breach of Protected Health Information within five (5) business days.
  - (i) Contractor shall provide the following information to MDHA within ten (10) business days of discovery of a Breach except when despite all reasonable efforts by Contractor to obtain the information required, circumstances beyond the control of the Contractor necessitate additional time. Under such circumstances, Contractor shall provide to MDHA the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a Breach:
    - (1) the date of the Breach;
    - (2) the date of the discovery of the Breach;
    - (3) a description of the types of PHI that were involved;
    - (4) identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
    - (5) any other details necessary to complete an assessment of the risk of harm to the Individual.

- (ii) Contractor shall cooperate with MDHA in investigating the breach and in meeting MDHA's notification obligations under the HITECH Act and any other security breach notification laws.
  - (iii) Contractor agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to MDHA in the time and manner reasonably requested by MDHA.
  - (iv) Contractor shall report to MDHA any successful: (1) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information; and (2) interference with Contractor's information systems operations, of which Contractor becomes aware.
- e. **Compliance of Agents.** Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of MDHA, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. **Access.** Contractor agrees to provide access, at the request of MDHA, and in the time and manner designated by MDHA, to Protected Health Information in a Designated Record Set, to MDHA or, as directed by MDHA, to an Individual, so that MDHA may meet its access obligations under 45 CFR § 164.524, HIPAA and the HITECH Act.
- g. **Amendments.** Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that MDHA directs or agrees at the request of MDHA or an Individual, and in the time and manner designated by MDHA, so that MDHA may meet its amendment obligations under 45 CFR § 164.526, HIPAA and the HITECH Act.
- h. **Disclosure of Practices, Books, and Records.** Contractor shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, MDHA available to MDHA, or at the request of MDHA to the Secretary, in a time and manner designated by MDHA or the Secretary, for purposes of determining MDHA's compliance with the HIPAA Privacy Regulations.
- i. **Accounting.** Contractor shall provide documentation regarding any disclosures by Contractor that would have to be included in an accounting of disclosures to an Individual under 45 CFR § 164.528 (including without limitation a disclosure permitted under 45 CFR § 164.512) and under the HITECH Act. Contractor shall make the disclosure Information available to MDHA within thirty (30) days of MDHA's request for such disclosure Information to comply with an individual's request for disclosure

accounting. If Contractor is contacted directly by an individual based on information provided to the individual by MDHA and as required by HIPAA, the HITECH Act or any accompanying regulations, Contractor shall make such disclosure Information available directly to the individual.

- j. **Security of Electronic Protected Health Information.** Contractor agrees to: (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of MDHA; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to MDHA any security incident of which it becomes aware.
- k. **Minimum Necessary.** Contractor agrees to limit its uses and disclosures of, and requests for, PHI: (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
- l. **Compliance with HITECH Standards.** Contractor shall comply with the HITECH Standards as specified by law.
- m. **Compliance with Electronic Transactions and Code Set Standards:** If Contractor conducts any Standard Transaction for, or on behalf, of MDHA, Contractor shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulations. Contractor shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of MDHA that:
  - (i) Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
  - (ii) Adds any Health Information elements or segments to the maximum defined Health Information Set;
  - (iii) Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
  - (iv) Changes the meaning or intent of the Standard's Implementations Specification(s).
- n. **In no event shall the aggregate of Contractor's liability under this Agreement exceed the lesser of \$10,000.00 or the total fees already paid by MDHA to Contractor. In no event shall Contractor be liable for indirect, consequential, punitive or special damages.**

### SECTION 3 - OBLIGATIONS OF MDHA

- a. MDHA shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Contractor's use or disclosure of Protected Health Information.
- b. MDHA shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that MDHA has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

### SECTION 4 - TERM, TERMINATION AND RETURN OF PHI

- a. **Term.** The Term of this Agreement shall be effective as of 17th day of November, 2010, and shall terminate when all of the Protected Health Information provided by MDHA to Contractor, or created or received by Contractor on behalf of MDHA, is destroyed or returned to MDHA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- b. **Termination for Cause.** Upon MDHA's knowledge of a material breach by Contractor, MDHA shall provide an opportunity for Contractor to cure the breach or end the violation. MDHA may terminate this Agreement between MDHA and Contractor if Contractor does not cure the breach or end the violation within the time specified by MDHA. In addition, MDHA may immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not feasible.
- c. **Obligations on Termination.**
  - (i) Except as provided in subsection (ii), upon termination of this Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from MDHA, or created or received by Contractor on behalf of MDHA. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information. Contractor shall complete such return or destruction as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement. Within such sixty (60) day period, Contractor shall certify on oath in writing to MDHA that such return or destruction has been completed.
  - (ii) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to MDHA notification

of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information. If MDHA does not agree that return or destruction of Protected Health Information is infeasible, subparagraph (i) shall apply. Contractor shall complete these obligations as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement.

#### **Section 5 - Miscellaneous**

- a. **Regulatory References.** A reference in this Agreement to a section in HIPAA or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for MDHA to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations in regard to such laws.
- c. **Survival.** The respective rights and obligations of Contractor shall survive the termination of this Agreement.
- d. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits MDHA to comply with HIPAA or the HITECH Act or any applicable regulations in regard to such laws.



**SIGNATURE PAGE OF BUSINESS ASSOCIATE AGREEMENT BETWEEN THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY AND**

**BOWMAN SYSTEMS, LLC**

**THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**

**BY:**



**Print:**

HAROLD G. HAYNES

**Title:**

CONTRACTING OFFICER

**Date:**

11/23/10

**CONTRACTOR**

**Company:**

**Bowman Systems, LLC**

**BY:**



**Print:**

**Robert P. Bowman**

**Title: President**

**Date: November 17, 2010**

## ServicePoint Pricing Table

Metropolitan Development and Housing Agency  
Contract Period: November 17, 2010 - November 16, 2011

NOTE: Pricing based on current number of licenses (187). Contracted amounts listed below will be affected by any purchases of additional licenses (see \* below).

# SP Licenses	* 187		
# Ad Hoc Licenses	* 30		
# Viewer Licenses	* 30		
ServicePoint Software License	\$3,648.00	N/A	Software License for ServicePoint.
ServicePoint Shared Hosting Setup	\$300.00	N/A	One time fee for initial services involved in set up of hardware, communication, and environment for ServicePoint.
Advanced Report Tool Setup	\$1,100.00	N/A	One time fee for initial services involved in set up of hardware, communication, and environment for ART.
ServicePoint User License	\$18,700.00	N/A	License fee for 187 named users. (Includes ClientPoint, ResourcePoint, ShelterPoint, SkanPoint, ActivityPoint, ReportWriter, and Canned Reports.)
ServicePoint Implementation Services	\$12,000.00	N/A	One-time fee for services related to managing and coordinating implementation process, including regular client communication, project meetings. System Administrator(s) are trained to setup and manage their ServicePoint implementation and ART Reporting.
ServicePoint Software Maintenance, Enhancement, & Customer Support \$80/license/year Minimum - \$3,000/year	N/A	\$14,960.00	ServicePoint Software Maintenance, Enhancement, & Customer Support includes bug fixes, license maintenance, product enhancements, version upgrades, ongoing global system additions, and telephone, e-mail and self-service portal support of system administrators. (Includes 46 hours Customer Support per year. Additional support available at \$125.00 per hour.)
AIRS Taxonomy License, Integration & Update Fee	N/A	\$450.00	AIRS Taxonomy is a national standard classification and requires an InfoLine (AIRS copyright holder) License Fee and a Bowman Integration & Update Fee. (Required)
Bowman Shared Hosting Service \$120/license/year Minimum: \$300 per month	N/A	\$22,440.00	Bowman Shared Hosting Service provides shared hosting, maintenance, monitoring, and administration for Bowman leased servers located in the Bowman datacenter. The customer's ServicePoint application and databases are placed on servers supporting other clients.
SSL Certificate	N/A	\$400.00	This certificate ensures secure transmission of data over the internet. (Required)
ServicePoint Source Code Escrow	N/A	\$1,300.00	ServicePoint Source Code Escrow service provides conditional access to ServicePoint programming code.
Data Archiving Service	N/A	\$2,500.00	Bowman provides archiving of existing ServicePoint data.
** ART Ad Hoc Reporting License Fee \$160 per Ad Hoc License	N/A	\$4,800.00	Provides access to Web Intelligence Panel within Reporting Tool; Allows user to create and store reports.
** ART Report Viewer License Fee \$80 per Report Viewer License	N/A	\$2,400.00	Provides access to view reports previously created by Ad Hoc Users
** ART Bandwidth Fee \$10 per Ad Hoc and Report Viewer License	N/A	\$600.00	Bandwidth fee per named user.
Data Migration - Statement of Analysis	\$1,875.00	N/A	Bowman Custom Programming division will conduct an analysis to determine the process and time necessary to migrate legacy data.
Data Migration - Statement of Work	\$7,500.00	N/A	Bowman Custom Programming division will migrate legacy data. (No more than 60 hours at \$125/hour will be billed under the related statement of work for this service.)

\* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:

ServicePoint User License: \$200/license

ServicePoint Software Maintenance, Enhancement, & Customer Support: \$80/license/year

Bowman Shared Hosting Service: \$120/license/year

\*\* Unlimited additional ART licenses may be added to the system. For additional ART licenses, the following fees apply:

ART Ad Hoc License Fee: \$160/license/year per Ad Hoc License

ART Report Viewer License Fee: \$80/license/year per Report Viewer License

ART Bandwidth Fee: \$10/license/year per Ad Hoc License & Report Viewer License

\*\*\* Optional - Please contact Bowman Systems if you prefer not to receive this service.

**Professional Services (Optional)**

**Consulting Services**

Services per Hour: \$200

Services per Day (Minimum Purchase of 2 Days): \$1,500 (plus Travel Expenses)

**Data Conversion, Custom Reports, & Custom Programming**

Statement of Analysis: \$1,875

Statement of Work: \$125/hour for actual time expended on the project (\$150/hour will be charged for expedited services.)

(The cost of the Statement of Analysis will be applied to the final Statement of Work billing upon completion of the project.)

**SUBSTITUTE RESOLUTION NO. RS2018-\_\_\_\_\_**

**A resolution to accept a grant transfer from the Metropolitan Development and Housing Agency (MDHA) from The United States Department of Housing and Urban Development (HUD) for the Homeless Management Information System (HMIS), to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission's Homeless Impact Division and to approve and accept a Memorandum of Understanding between MDHA and the Metropolitan Social Services Commission.**

WHEREAS, it is to the mutual benefit of the Metropolitan Development and Housing Agency (MDHA) and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, to receive a grant from HUD not to exceed \$53,508.00 to support the Homeless Management Information System; and,

WHEREAS, MDHA and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, have entered into a memorandum of understanding, attached hereto and incorporated herein, to transfer the grant to the Metropolitan Social Services Commission's Homeless Impact Division; and,

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

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

Section 1. That the grant transfer between MDHA and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, to receive a grant in an amount not to exceed \$53,508.00, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Social Services Commission, based on revenues estimated to be received and any match to be applied.

Section 3. That the Memorandum of Understanding between MDHA and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, attached hereto, is hereby approved and accepted.

Section 34. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

\_\_\_\_\_  
Tanaka Vercher  
Member of Council

AMENDMENT NO. \_\_\_\_\_  
TO  
RESOLUTION NO. RS2018-1454

Mr. President –

I move to amend Resolution No. RS2018-1454 as follows:

I. By amending Section 1 by deleting it in its entirety and substituting therefore the following:

Section 1. Purpose. For the purposes of financing (a) all or a portion of the costs of the acquisition of land for and the planning, design, development, construction, renovation, modification, improvement, upgrade, expansion, repair, maintenance, rehabilitation, equipping and/or acquisition of the following public works projects (as defined in Section 9-21-105, Tennessee Code Annotated): (1) school buildings, facilities, and vehicles, including related technology improvements; (2) parks, community centers, recreational facilities, athletic facilities and greenways; (3) public safety buildings and facilities, including the Emergency Communications Center, Criminal Justice Center, jails, buildings and facilities for the police and sheriff's office, the Family Justice Center and technology improvements related to the foregoing; (4) emergency services equipment, including related technology improvements; (5) bridges, bikeways, sidewalks, roads, streets and rights-of-way, including streetscape improvements, drainage improvements, lighting, signage and signalization, related information technology improvements, roadway improvements related to traffic management and traffic calming, and the East Bank/Cowan infrastructure; (6) library improvements; (7) hospital improvements; (8) Metropolitan Government buildings and facilities; (9) information technology improvements related to public works projects of the Metropolitan Government, including a radio system expansion; (10) solid waste system improvements; (11) public transportation (including monies for grant matches); (12) affordable housing; (13) improvements to the Farmers' Market; (14) voting machine warehouse and voting machine replacements; (15) vehicles for the Metropolitan Government and (16) stormwater system improvements (collectively, the "Projects"), as all such Projects are more specifically set forth on Exhibit A attached hereto and identified by the Capital Improvement Budget project number and corresponding amount as set forth in Exhibit B attached hereto; provided, however, that the specific portion of total funding allocated to each Project as set forth on Exhibit A may hereafter be amended by legislation of the Metropolitan Council; (b) acquisition of all property, real and personal, appurtenant to the foregoing and acquisition or construction of certain public art as required by Ordinance No. BL2000-250; (c) legal, fiscal, administrative, architectural and engineering costs incident to all the foregoing; (d) all other costs authorized to be financed pursuant to Section 9-21-109, Tennessee Code Annotated, including without limitation, costs of issuance of the Bonds and (e) the payment or reimbursement of the payment of principal of and interest on any bonds, notes or other debt obligations issued in anticipation of the Bonds, the Metropolitan County Council hereby determines to issue the Bonds in an aggregate principal amount of not to exceed \$351,100,000.

INTRODUCED BY:

\_\_\_\_\_  
Bob Mendes  
Member of Council

**Exhibit B Capital Spending Plan/Capital Improvements Budget "CIB"  
Crosswalk FY2019**

<b>Department</b>	<b>Item</b>	<b>CIB project number</b>	<b>Amount Not to Exceed</b>
<b>Admin</b>	Contingency; Includes \$912K for Percent for the Arts	GSD Contg	7,003,400
<b>Elections</b>	Voting Machine Replacement	18EC0001	3,000,000
<b>Farmers' Market</b>	Farmer's Market HVAC Replacement	18FM0005	1,200,000
<b>Finance</b>	Affordable Housing Commitments	19FI0001	25,000,000
<b>Finance</b>	R12 Financial Software- Final Allocation	18FI0001	5,000,000
<b>General Hospital</b>	Various requests from General Hospital	17GH0009	2,400,000
<b>General Services</b>	Criminal Justice Center final allocation	19GS0018	10,000,000
<b>General Services</b>	Voting Machine Warehouse	19GS0011	1,800,000
<b>General Services</b>	Emergency Communications Center power backup	19GS0015, 18GS0006	5,000,000
<b>General Services</b>	Police Headquarters / FJC final allocation	19GS0018, 19GS0020, 18GS0006, 18GS0008, 10FI0001	17,000,000
<b>General Services</b>	McGruder Center Renovations & Upgrades	19GS0010	2,200,000
<b>General Services</b>	Heavy Fleet	19GS0002	15,000,000
<b>General Services</b>	Donelson Library	19GS0007	15,000,000
<b>ITS</b>	Resources For Metro Construction And Technology Projects	15IT0006	2,100,000

**Exhibit B Capital Spending Plan/Capital Improvements Budget "CIB"  
Crosswalk FY2019**

Department	Item	CIB project number	Amount Not to Exceed
ITS	Support Metro Infrastructure Growth Through Private Fiberoptic Cable Network	17IT0004	1,200,000
ITS	Information Security Management Program Consultations	19IT0007	90,000
ITS	Increase Server And Storage Space Within Metro Data Center	19IT0012	416,000
ITS	Enhanced Log Management/Security Information And Event Management	19IT0009	572,600
ITS	800 Mhz Radio System Expansion And Equipment Upgrade (Metro)	18IT0001 17IT0018	1,918,000
Library	Richland Park Branch- Planning	17PL0004	200,000
Library	Library- Main Renovations	18PL0003	500,000
MNPS	Hillwood Phase 1	16BE0014	10,000,000
MNPS	<b>MNPS District-Wide Projects: [as a single line-item in legislation exhibit - \$50M]</b>		
MNPS	Facility Interior Upgrades (HVAC, Plumbing, E	16BE0019 14BE0045 15BE0011 14BE0041	17,620,000
MNPS	Facility Exterior Upgrades (Paving, Site and ex	16BE0022	3,000,000
MNPS	School Safety and Security	16BE0029	250,000
MNPS	Bus and Fleet Vehicle Replacement	03BE0005	5,000,000
MNPS	Maplewood HS Track Replacement	19BE0008	1,900,000
MNPS	Roof Repair and Replacements	03BE0053	1,000,000
MNPS	Environmental Remediation and Testing	14BE0037	280,000
MNPS	School Located IT Equipment Upgrades	17BE0001	5,000,000
MNPS	Student and Staff Computer Upgrades	03BE0057	5,000,000
MNPS	Network and Data Center Upgrades	17BE0002	5,000,000
MNPS	ADA Compliance	13BE0041	400,000
MNPS	Furniture, Fixture and Equipment Upgrades	14BE0039	1,150,000
MNPS	Emergency Construction and Contingency	14BE0042	4,000,000

**Exhibit B Capital Spending Plan/Capital Improvements Budget "CIB"  
Crosswalk FY2019**

<b>Department</b>	<b>Item</b>	<b>CIB project number</b>	<b>Amount Not to Exceed</b>
<b>MNPS</b>	Pre-K and K-4 Playgrounds	07BE0001	300,000
<b>MNPS</b>	Project Management	14BE0042	100,000
<b>MNPS</b>	Contingency; Includes \$100K for Percent for	MNPS Contg	3,000,000
<b>MTA</b>	MTA Grant Matching	15MT0001	2,500,000
<b>Parks</b>	Parks Deferred Maintenance	19PR0001	8,000,000
<b>Parks</b>	Greenways	19PR0003	10,000,000
<b>Parks</b>	Mill Ridge (Southeast Davidson) Phase 1A	19PR0035	12,000,000
<b>Parks</b>	Ravenwood Park Phase 1A	19PR0037	12,000,000
<b>Public Works</b>	Paving Program	06PW0011	30,000,000
<b>Public Works</b>	Sidewalks Program	06PW0019	30,000,000
<b>Public Works</b>	Road Program	02PW020	15,000,000
<b>Public Works</b>	Bridges Program	02PW011	4,000,000
<b>Public Works</b>	Solid Waste	16PW0003	1,500,000
<b>Public Works</b>	Solid Waste	16PW0003	500,000
<b>Public Works</b>	Traffic Management Program	02TP002	3,000,000
<b>Public Works</b>	Traffic Calming	02TP002	1,500,000
<b>Public Works</b>	Bikeways Program	11PW0006	1,500,000
<b>Public Works</b>	East Bank / Cowan - Infrastructure	18PW0134	20,000,000
<b>Water</b>	Stormwater	09WS0025, 09WS0027, 14WS0001	20,000,000
<b>Total</b>			<b>351,100,000</b>



AMENDMENT NO.\_\_\_\_  
TO  
ORDINANCE NO. BL2018-1188

Mr. President:

I hereby move to amend Ordinance No. BL2018-1188 as follows:

I. By amending Section 1 by deleting proposed Section 2.24.260, Subsection D. in its entirety and substituting in lieu thereof the following:

“D. Evaluation Committee Selection.

1. No employee of metropolitan government may be a voting member of the evaluation committee. The director of finance or his/her designee may serve as an ex-officio member to facilitate the committee’s work.

2. The evaluation committee shall be comprised of one member each from the metropolitan planning commission, the metropolitan historical commission, and the metropolitan board of parks and recreation department, as selected by the chairpersons of these commissions. The council member for the council district in which the property is located shall select one individual who resides in that district to serve as a member of the evaluation committee.

3. The mayor shall select one member who is a licensed architect or landscape architect in good standing and in active practice for more than ten (10) years.

4. The mayor shall select one member who is a business and finance professional in good standing, is actively engaged in business and finance with more than ten (10) years’ experience, and who possesses an undergraduate or graduate degree in business or a certification in either accountancy or real estate appraisal.

5. No architect/landscape architect or business professional selected for this committee shall have any active business relationship with any of the applicants being evaluated during the five (5) years previous to the award being made. ~~No architect/landscape architect or business professional may serve on this committee who also has received a consulting fee, retainer or payment from the metropolitan government for a period of five (5) years prior to the making of this award.~~ Notwithstanding the above, the chairperson or the director a representative of the Nashville Civic Design Center is eligible to be the architect/landscape architect member on the committee.”

INTRODUCED BY:

\_\_\_\_\_  
Burkley Allen  
Member of Council

AMENDMENT NO. \_\_\_\_

TO

ORDINANCE NO. BL2018-1294

Mr. President:

I hereby move to amend Ordinance No. BL2018-1294 as follows:

I. By amending Section 1 to add a new proposed Metropolitan Code of Laws Section 11.12.070.G.3 as follows:

“G. Commercial noise.

1. No person or persons owning, operating, or having the care, custody, or control of any business or commercial facility shall be permitted to operate any equipment, vehicles, or heavy machinery incident to performing business or commercial functions, or engage in any other business or commercial activity between the hours of 9:00 p.m. and 6:00 a.m. which would emit, cause to be emitted, or permit the emission of any noise in excess of seventy Db(A) as measured from any structure within the boundary line of the nearest residentially occupied property at a height of four feet above the immediate surrounding surface.
2. For business or commercial facilities located within the DTC and CF zoning districts, no person or persons owning, operating, or having the care, custody, or control of any business or commercial facility shall be permitted to operate any equipment, vehicles, or heavy machinery incident to performing business or commercial functions, or engage in any other business or commercial activity between the hours of 9:00 p.m. and 6:00 a.m. which would emit, cause to be emitted, or permit the emission of any noise in excess of eighty-five Db(A) as measured from any structure within the boundary line of the nearest residentially occupied property at a height of four feet above the immediate surrounding surface.
3. This Subsection G shall not apply to any activities taking place at the Nashville Fairgrounds site.”

INTRODUCED BY:

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Steve Glover  
Member of Council

AMENDMENT NO. \_\_\_\_\_  
TO  
ORDINANCE NO. BL2017-682

Mr. President –

I move to amend Ordinance No. BL2017-682 as follows:

I. By amending Sections, 1, 4, 5 and 6 by deleting the document previously submitted as the “preliminary SP plan” and substituting in lieu thereof the attached document as the preliminary SP plan.

INTRODUCED BY:

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Brett Withers  
Member of Council

EXISTING CONDITIONS	
ACREAGE	Site 1 - 4.656 Acres Site 2 - 0.520 Acres Total 5.246 Acres
ZONING	MUG-A, R6, RS-5
EXISTING LAND USE POLICY	T4 Urban Community Center (T4CC)
MAP & PARCEL(S)	SITE 1: Map 83-01, Parcels 309, 334, 335, 336, 336.01, 337, 338, 339, 340 SITE 2: Map: 83-01, Parcels 84, 85, 86
OWNERS OF RECORD	H.G. HILL REALTY COMPANY, LLC
DEVELOPER	H.G. HILL REALTY COMPANY, LLC
COUNCIL DISTRICT	Site 1 - District 6 Site 2 - District 5
OVERLAYS	GALLATIN PIKE UDO, OV/UZO

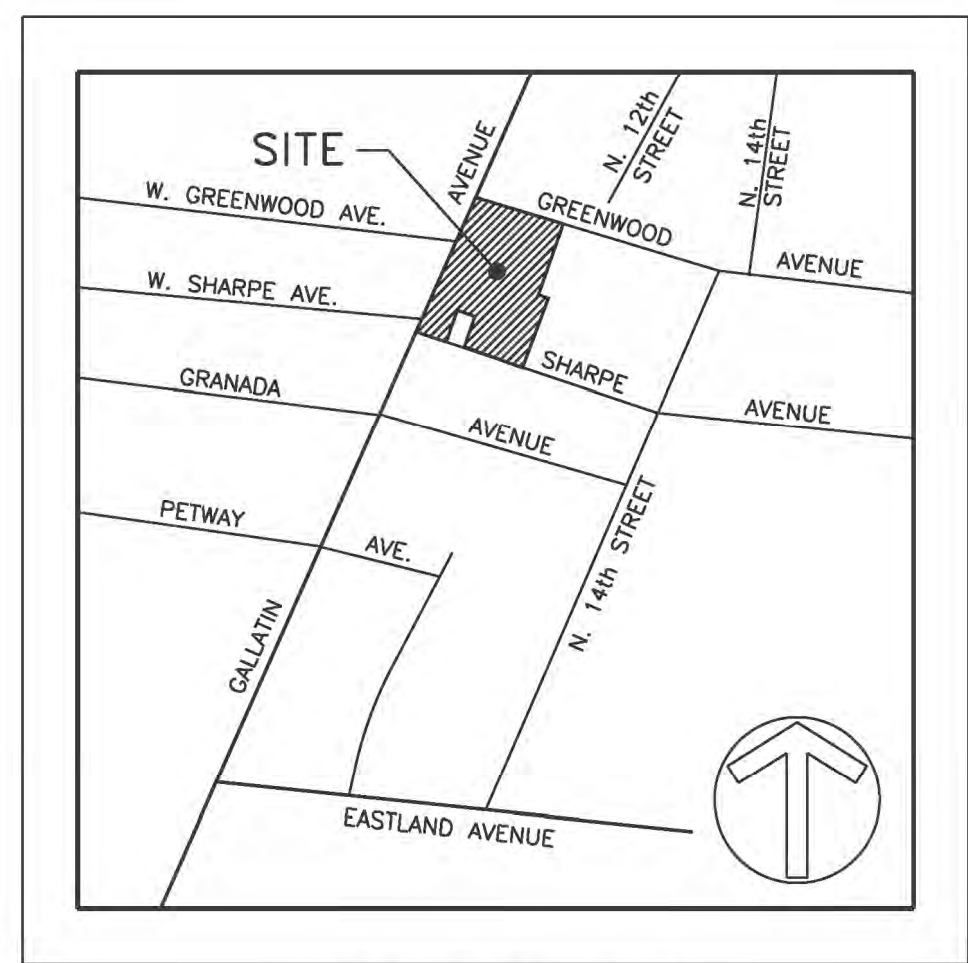
**GENERAL PLAN CONSISTENCY**

The proposed development and standards are consistent with the T4 Urban Community Center policy. Some of the design features incorporated from the policy are listed as follows:

- Creates a pedestrian friendly environment
- Provides of mixture of uses creating opportunities to Live, Work and Play
- Efficient use of land
- Plan provides appropriate residential transition to the commercial area
- Development is transit oriented and provides transit amenities
- Inclusion of innovative Stormwater Management strategies.
- Strong vehicular connectivity
- Enhanced landscaping and street trees
- Expansion and addition of sidewalks and pedestrian improvements
- Incorporation of Pedestrian scaled lighting and signage
- Screening and buffering of unsightly site utilities
- Bicycle parking is provided throughout
- Connectivity to adjacent neighborhoods
- Provision of infrastructure improvements on and off site



Existing Zoning



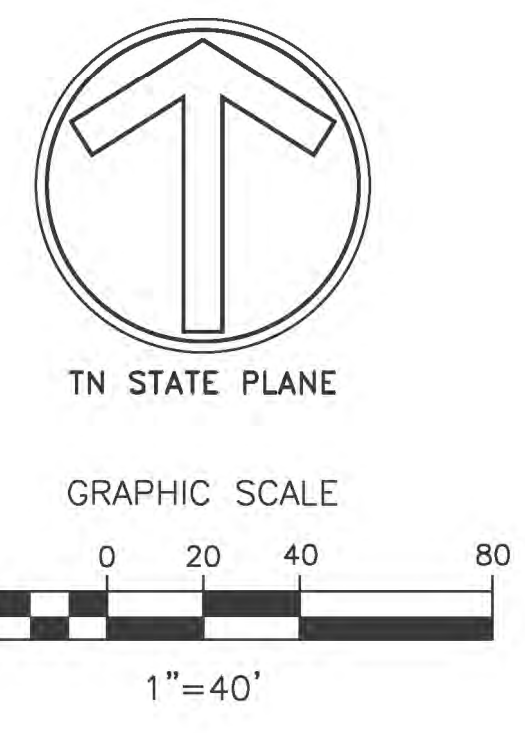
LOCATION MAP  
NOT TO SCALE

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N19°59'05"E	125.00
L2	N69°47'54"W	49.00
L3	S19°59'03"W	124.80
L4	N69°33'53"W	100.00

**TOTAL AREA**  
202,818 SQ. FT. OR 4.656 ± ACRES

**EXISTING ZONING**



**LEGEND**

IRON ROD NEW	→ ○ IR(N)
PK NAIL NEW	→ ○ PK(N)
IRON ROD OLD	→ ● IR(O)
PK NAIL OLD	→ ● PK(O)
MONITORING WELL	→ ○ MW
CLEAN OUT	→ ○ CO
LIGHT POLE	→ □ L
MANHOLE	→ ⊙
POWER POLE	→ □ P
WATER METER	→ □ W
WATER VALVE	→ □ V
GAS METER	→ □ G
UTILITY POLE WITH LIGHT	→ □ U
GAS VALVE	→ □ G
SIGN POST	→ ○ S
PROPERTY LINE	→ ————
OVERHEAD UTILITIES	→ — OH — OH
WATER LINE	→ — W — W
SEWER LINE	→ — S — S
FENCE	→ — X — X
EDGE OF PAVEMENT	→ - - - -
EDGE OF CONCRETE	→ ————
EDGE OF GRAVEL	→ ————
WALL	→ ————

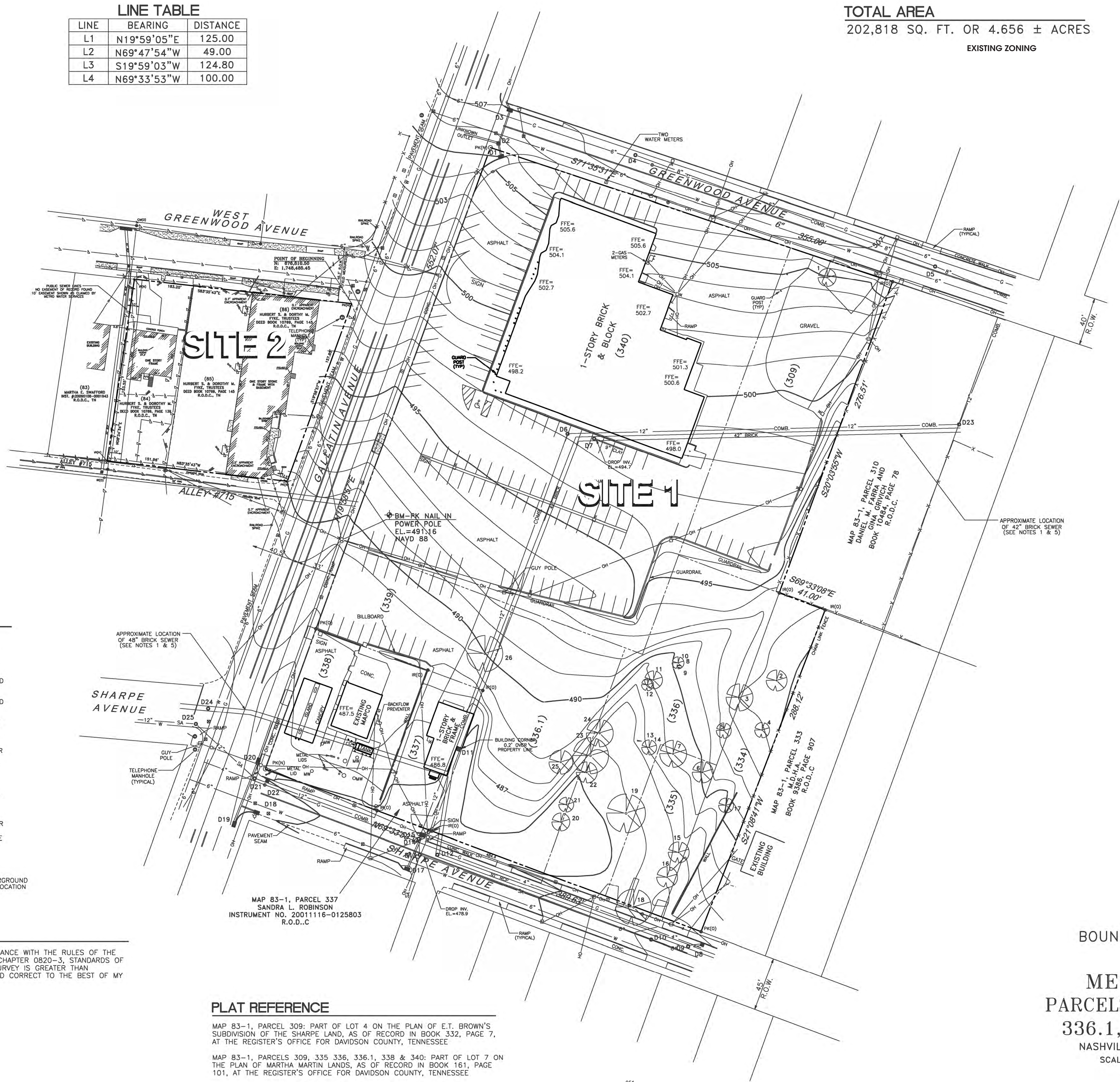
**NOTES**

- THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT, PER THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNER, NO LESS THAN THREE (3) NOR MORE THAN TEN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 1-800-351-1111.
- UPON REVIEWING FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NUMBER 47037C0228 F, DATED APRIL 20, 2001, IT HAS BEEN DETERMINED THAT THE SUBJECT PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA. PANEL NOT IN PRINT.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED ARE UNKNOWN AND ARE NOT SHOWN.
- DUE TO THE AGE, CONDITION AND CONSTRUCTION TYPE OF THE UNDERGROUND STORM SEWER, THIS SURVEYOR CAN NOT CERTIFY TO THE SIZE AND LOCATION OF THE UNDERGROUND PIPES ON THIS SURVEY.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY IN COMPLIANCE WITH THE RULES OF THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS, CHAPTER 0820-3, STANDARDS OF PRACTICE, THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10,000 AS SHOWN HEREON AND THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

—PREPARED BY—  
CHERRY LAND SURVEYING, INC.  
622 WEST IRIS DRIVE  
NASHVILLE, TENNESSEE 37204  
(615) 269-3972 FAX (615) 269-9345



**TREE TABLE**

NO.	SIZE	TYPE
1	18"	HACKBERRY
2	21"	WALNUT
3	27"	HACKBERRY
4	15"	HACKBERRY
5	15"	HACKBERRY X 2
6	21"	WALNUT
7	27"	HACKBERRY
8	9"	HACKBERRY
9	6"	HACKBERRY
10	12"	MAPLE
11	18"	WALNUT
12	9"	CHERRY
13	9"	MAPLE
14	15"	HACKBERRY
15	21"	HACKBERRY
16	21"	HACKBERRY
17	15"	MULBERRY X 2
18	36"	BOODOCK
19	36"	HACKBERRY
20	18"	POPLAR
21	15"	POPLAR
22	21"	HACKBERRY
23	36"	HACKBERRY
24	27"	ELM
25	27"	MAPLE
26	36"	HACKBERRY

**DRAINAGE STRUCTURE TABLE**

NO.	TYPE	T.C.	INV.
D1	CURB INLET	504.9	502.4
D2	CATCH BASIN	505.7	500.7
D3	CURB INLET	505.8	505.9
D4	MANHOLE	508.5	505.1
D5	MANHOLE	506.5	493.3
D6	MANHOLE	497.1	484.7
D7	MANHOLE	497.4	487.0
D8	CATCH BASIN	486.6	483.7
D9	MANHOLE	486.7	480.9
D10	MANHOLE	486.2	481.0
D11	CATCH BASIN	484.7	479.6
D12	MANHOLE	484.7	479.9
D13	MANHOLE	484.5	476.5
D14	MANHOLE	484.4	477.5
D15	CURB INLET	483.8	481.0
D17	CURB INLET (DBL)	483.7	480.9
D18	CURB INLET (DBL)	485.3	482.3
D19	CURB INLET	485.7	482.1
D20	CURB INLET	484.9	480.4
D21	MANHOLE	485.3	476.3
D22	CATCH BASIN	485.0	481.7
D23	MANHOLE	498.3	493.3
D24	MANHOLE	485.6	475.2
D25	MANHOLE	485.2	475.6

**DEED REFERENCE**

PARCEL 309: DEED BOOK 2332, PAGE 301  
PARCEL 334: DEED BOOK 3277, PAGE 29  
PARCEL 335: DEED BOOK 4838, PAGE 241  
PARCEL 336: DEED BOOK 1306, PAGE 141  
PARCEL 336.1: DEED BOOK 4454, PAGE 201  
PARCEL 338: INSTRUMENT NO. 20091214-0113836  
PARCEL 339: DEED BOOK 4454, PAGE 201  
PARCEL 340: DEED BOOK 435, PAGE 231  
AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TN.  
OWNER OF RECORD:  
H.G. HILL REALTY COMPANY, LLC

BOUNDARY AND TOPOGRAPHIC  
SURVEY OF  
METRO MAP 83-1  
PARCELS 309, 334, 335, 336,  
336.1, 338, 339, AND 340  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE  
SCALE: 1"=40' DATED: APRIL 19, 2010  
JOB NUMBER 10064 BB

**PLAT REFERENCE**

MAP 83-1, PARCEL 309: PART OF LOT 4 ON THE PLAN OF E.T. BROWN'S SUBDIVISION OF THE SHARPE LAND, AS OF RECORD IN BOOK 332, PAGE 7, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE

MAP 83-1, PARCELS 309, 335 336, 336.1, 338 & 340: PART OF LOT 7 ON THE PLAN OF MARTHA MARTIN LANDS, AS OF RECORD IN BOOK 161, PAGE 101, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE

Development Contact: Jimmy Granberry  
615.347.4427

Project Contact: Scott Morton  
615.645.5520

1216 Gallatin Pike  
Nashville, TN 37206  
16029, 00

**Barge Cauthen & ASSOCIATES**

**KCI**

**HILLCENTER GREENWOOD  
PRELIMINARY SP PLAN**

**2017SP-022-001**  
SP REGULATORY SHEET  
October 15, 2018



BULK STANDARDS	
Acreage	Site 1 - 4.656 Acres Site 2 - 0.590 Acres Total - 5.246 Acres
Permitted Uses	All uses permitted by MUG-A, Multi-family, Owner Occupied and Non-owner Occupied Short Term Rental Property (STRP).
Prohibited Uses <sup>1</sup>	After Hours Establishment, Alternative Financial Services, Vape Store
Maximum Number of Residential Units Permitted	120 units maximum
Maximum Gross Floor Area Ratio (FAR)	1.0
Maximum Gross Impervious Surface Area Ratio (ISR)	1.0
Commercial Street Build-to-Zone <sup>2</sup>	2 feet to 8 feet
Residential Street Build-to-Zone	5 feet to 15 feet
Site 2 Alley Setback	0 feet
Side / Rear Setback (All Sites) <sup>3</sup>	10 feet
Height Standards <sup>4</sup>	General: 2 stories max. within 35 feet Within 150 feet of Gallatin Pike: Per MUG-A
Parking (Vehicle and Bike)	Per Metro Parking requirements

**GENERAL STANDARDS**

- The purpose of this SP is to receive preliminary approval to permit the development of a 5.24 acre mixed-use development as shown.
- If a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the MUG-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.
- Minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.
- The project is expected to be complete in the second quarter of 2020.
- All development within the boundaries of this plan meets the requirements of the American U.S. Justice Department: www.justice.gov/crt/housing/fairhousing/about\_fairhousingact.htm

**DEVELOPMENT & ARCHITECTURAL STANDARDS**

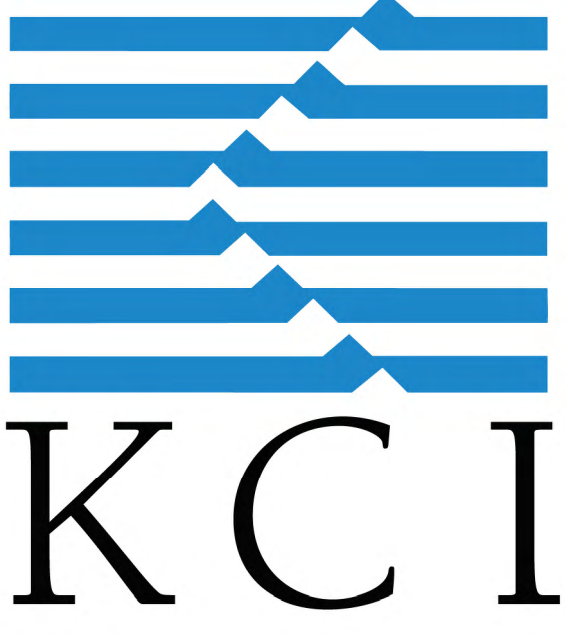
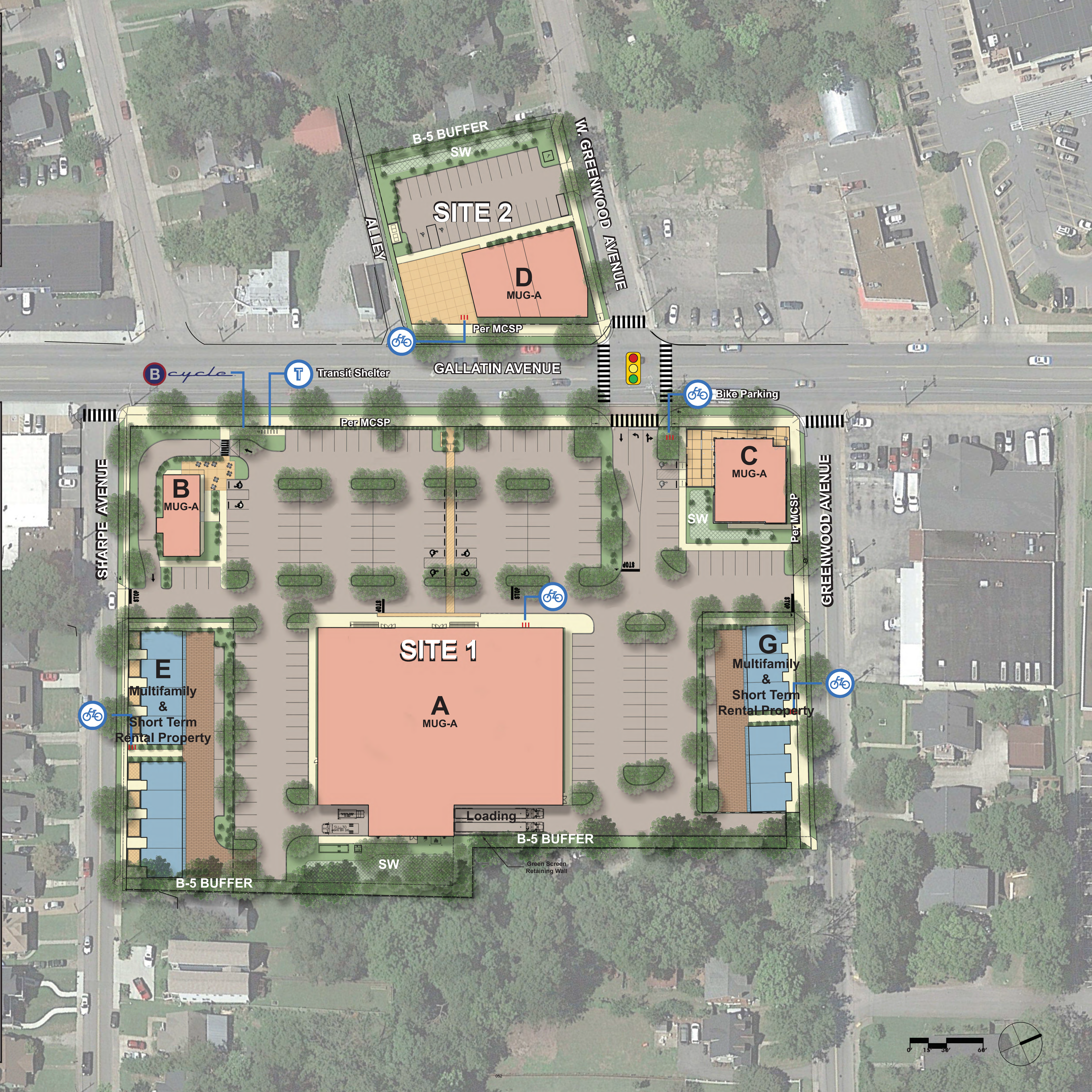
- Steel facing building facades shall avoid continuous uninterrupted blank facades. At a minimum, the facade plane shall be interrupted by one of the following every 30 linear feet of street frontage:
  - A change in building material
  - An undulation in the building facade of 18 inches or greater
  - An entry, stoop or balcony
  - Pilasters or Columns
- Commercial building facades fronting streets and within 15 feet of public R.O.W's shall have a minimum of 40 percent glazing (percentage = bldg. facade width x fixed 12 feet height).
- Commercial buildings shall provide an entry access on a minimum of one of the street facing facades.
- Residential building facades fronting public streets and open space/courtyards shall have a minimum of 15 percent glazing (measured as a percentage of each floor's width x height).
- Windows shall be vertically oriented at a ratio of 1.5 to 1 or greater, except for dormers, clerestories, transoms and specialty architectural casings.
- Exterior insulation and finish system (EIFS), Vinyl siding, untreated wood and uncoated chain link fencing shall be prohibited.
- Stoops shall provide a minimum of 4 feet in depth.
- Ground floor residential units on all street facing building facades shall have a front entry with direct access to public sidewalk.
- Reuse collection, recycling and mechanical equipment shall be fully screened from public view by fences, walls or landscaping.
- A rissed foundation between 18 inches and 36 inches is required for all residential structures along a street facing facade. Modifications may be granted by Planning Staff with the Final SP application for topographically challenged areas, ADA required units or unique circumstances.
- A "B cycle" station and MTA transit shelter are proposed for the property. The final location and size for each is to be coordinated with vendor and with Metro at time of Final SP.
- Compliant building elevations shall be provided with the Final SP application.

**LANDSCAPE REGULATIONS**

- The developer of this project shall comply with the requirements of the SP and adopted tree ordinance 2008-328 (Metro Code Chapter 17.24).
- Street trees shall be provided, irrigated and maintained by Owner along all street frontages at a minimum spacing average of 50 linear feet. All street trees placed within ROW shall count toward tree density unit credit outlined in Metro Zoning Code 17.24.
  - An average B-5 buffer shall be provided per the Metro Zoning Ordinance along all adjacent private property boundaries. Minor parking area encroachments are permitted but the overall average buffer width shall measure no less than 10 feet in width. No other buffer requirements of 17.24 shall apply.
  - The perimeter landscape strip located between the main parking area and Gallatin Avenue shall be planted with one continuous row of evergreen plant material which shall be expected to mature at a height not greater than 2'-6" or a solid screen to meet the same height. Gaps in the landscape strip shall be allowed where pedestrian, vehicular and signage areas are provided.
  - The grocery loading dock area shall be effectively screened from the adjacent residential property through the use of fence, wall, and/or vegetative screen.
  - Any lighting provided within a required landscaped buffer area shall be night sky compliant and directed to avoid glare to adjacent properties.

**SIGN REGULATIONS**

The following sign types shall be prohibited: Pylon Signs (excluding existing pylon sign on Site 2)  
All other sign regulations shall be governed by the MUG - A zoning designation.



**HILLCENTER GREENWOOD  
PRELIMINARY SP PLAN**

Development Contact: Jimmy Granbery  
615.347.4427

Project Contact: Scott Morlon  
615.645.5520

1216 Gallatin Pike  
Nashville, TN 37206  
16029,00

**2017SP-022-001**  
SP REGULATORY SHEET  
October 15, 2018



**ON-SITE PARKING:**  
ALL USES TO BE PARKED ON SITE PER METRO ZONING ORDINANCE PARKING TOTALS SHALL BE VERIFIED WITH FINAL DESIGN AND USE BEFORE ANY PERMITS ARE ISSUED.

**FEMA NOTE:**  
NO PORTION OF THIS PARCEL DESCRIBED HEREON LIES WITHIN FLOOD HAZARD AREA IN ACCORDANCE WITH "INSURANCE RATE MAP PANEL NUMBER 47037C0218 F", (NOT PRINTED) DATED: APRIL 20, 2001.

**METRO WATER SERVICES NOTE:**

1. ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
2. METRO WATER SERVICE SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.

**METRO PUBLIC WORKS NOTE:**

1. ALL STREETS AND ALLEYS TO BE PER METRO PUBLIC WORKS STANDARDS.
2. ALL SIDEWALKS ON THE PROPERTY FRONTAGE ARE TO BE ADA COMPLIANT PRIOR TO U/O PERMIT.

**STORMWATER NOTES:**

1. 78-840 NOTE: ANY EXCAVATION, FILL, OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
2. PRELIMINARY PLAN NOTE: THIS DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT. THE FINAL LOT COUNT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE APPROPRIATE REGULATIONS AT THE TIME OF FINAL APPLICATION.
3. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED ACCESS IN ORDER TO MAINTAIN AND REPAIR UTILITIES IN THIS SITE.
4. SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO ROW IS 15" CMP).
5. PROJECT INTENT IS TO BE REDEVELOPED PER THE REQUIREMENTS OF VOLUME 5 (LID) OF THE STORMWATER MANUAL. DETENTION WILL BE PROVIDED OR POST DEVELOPED RUNOFF WILL BE LESS THAN PREDEVELOPED RUNOFF DUE TO LID IMPLEMENTATION.

**FIRE MARSHAL NOTES:**

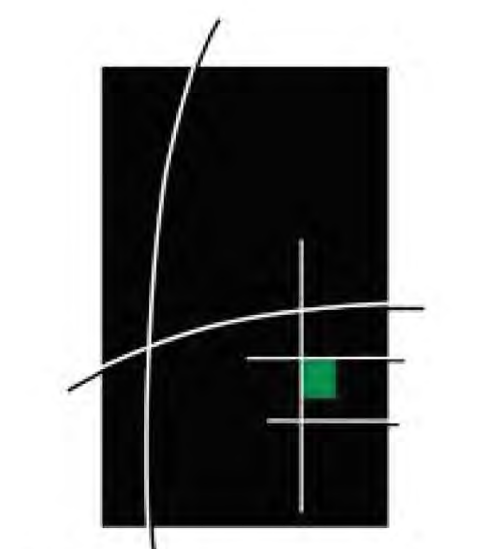
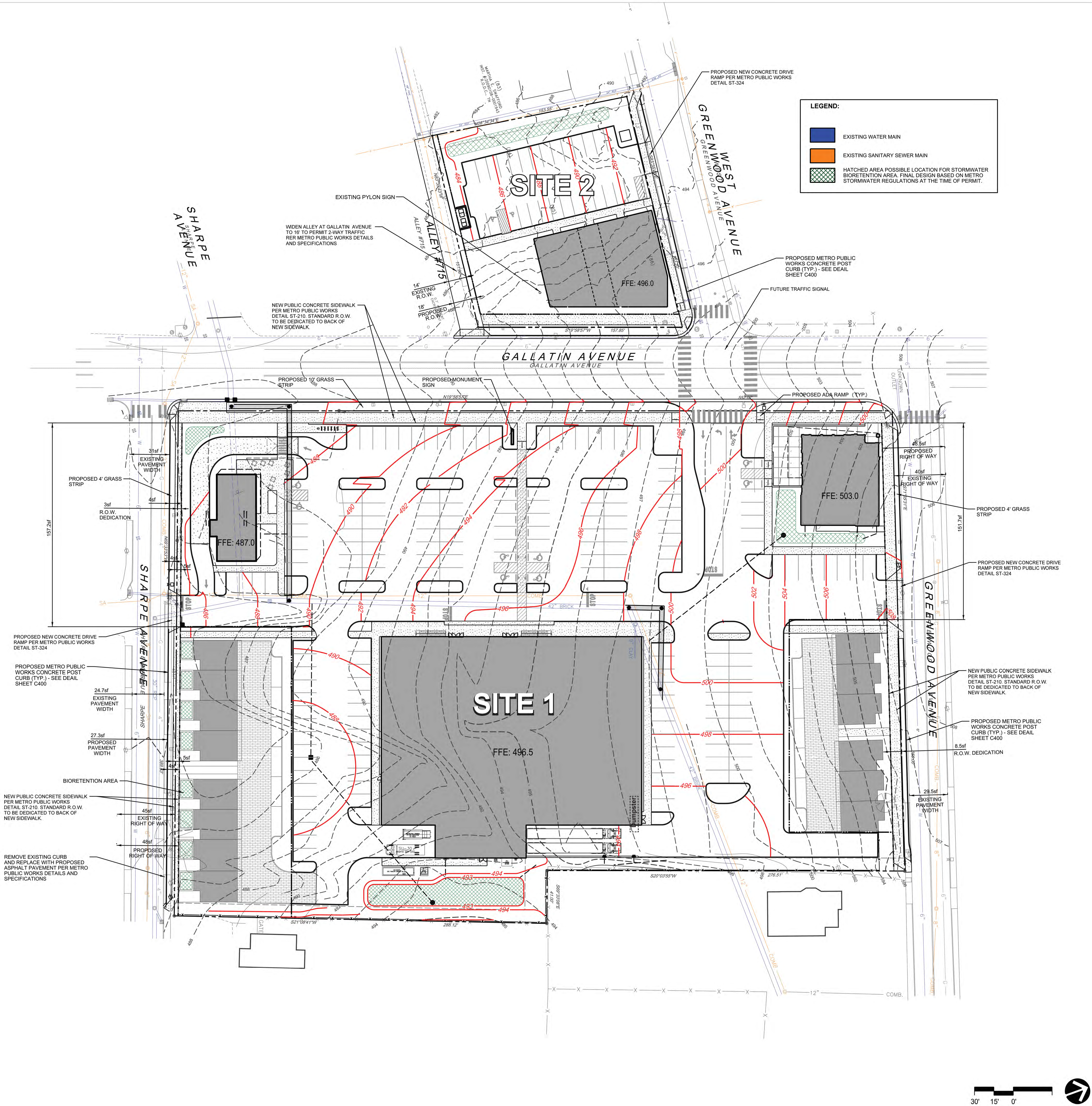
1. New commercial developments shall be protected by a fire hydrant that complies with the 2006 edition of NFPA 1 Table H. To see Table H go to: (<http://www.nashfire.org/prev/ta1051.htm>)
2. Project Engineer needs to meet with the Fire Marshals office concerning this project.
3. No part of any building shall be more than 500 ft from a fire hydrant via a hard surface road. Metro Ordinance 095-1541 Sec. 1558.020 B
4. All fire department access roads shall be 20 feet minimum width and shall have an unobstructed vertical clearance of 13.6 feet.
5. All dead end roads over 150 ft in length require a 100 ft diameter turnaround, this includes temporary turnarounds.
6. Temporary T-type turnarounds that last no more than one year shall be approved by the Fire Marshal's Office.
7. If more than three stories above grade, Class I standpipe system shall be installed.
8. If more than one story below grade Class I standpipe system shall be installed.
9. When a bridge is required to be used as part of a fire department access road, it shall be constructed and maintained in accordance with nationally recognized standards.
10. A fire hydrant shall be provided within 100 ft of the fire department connection.
11. Fire hydrants shall be in-service before any combustible material is brought on site.

**NES NOTES:**

1. Developer's drawing does not show any existing utility poles or easements on the properties
2. Developer to provide a civil duct and gear (pad/switch) locations for NES review and approval. This shall cover the entire project area.
3. NES can meet with developer/engineer upon request to determine electrical service options. If a central metering room is required, NES Meter Department approval of planned location and access method.
4. NES needs any drawings that will cover any road improvements to Metro r-o-w that Public Works will require to evaluate possible relocations of existing or proposed electrical facilities for this project.
5. Developer shall work with Metro PW on street lighting. This is an urban services area and must be it to Metro's minimum requirements.
6. NES follows the National Fire Protection Association rules; Refer to NFPA 70 article 450-27, and NESC Section 15.152, A.2 for complete rules (see NES Construction Guidelines), under "Builders and Contractors" tab @ [www.nespower.com](http://www.nespower.com)
7. NES needs to know if the developer has other options on additional property next to this area, if so NES needs an overall concept plan.

**TO APPLY FOR SERVICE:**

- Developer to provide construction drawings and a digital .dwg file @ state plane coordinates (NAD83) that contains the civil site information (Engineer shall provide approved plans by Metro Planning w/ any changes from other departments)
- Developer to provide a proposed easement drawing for the electric, phone and CATV.
- All street lighting shall meet Metro's requirements and be installed by developer.
- Go to [www.nespower.com](http://www.nespower.com) click on the "BUILDERS & CONTRACTORS" tab. Next click on the "Apply for Residential Subdivision" link out the form. Then follow the direction for sending the digital drawing and the forms.



Hawkins Partners, Inc.  
landscape architects



KCI

**HILLCENTER GREENWOOD  
PRELIMINARY SP PLAN**

Development Contact: Jimmy Granbery  
615.347.4427

Project Contact: Scott Morlon  
615.645.5520

1216 Gallatin Pike  
Nashville, TN 37206  
16029,00

**2017SP-022-001**  
SP REGULATORY SHEET  
October 15, 2018



HILL CENTER  
GREENWOOD

AMENDMENT NO. \_\_\_\_\_  
TO  
SUBSTITUTE ORDINANCE NO. BL2018-1314

Mr. President –

I move to amend Substitute Ordinance No. BL2018-1314 as follows:

I. By deleting Section 1 in its entirety and substituting therefore the following:

Section 1. The Blue Ribbon Commission established pursuant to Substitute Ordinance No. BL2018-1184, as amended, is hereby modified as follows:

The Blue Ribbon Commission (hereinafter "the Commission") shall consist of ~~twelve (12)~~ thirteen (13) members. This shall include ten (10) voting members and ~~two (2)~~ three (3) ex-officio, non-voting members. The purpose of the Commission shall be to identify cost savings, increased revenues and cost avoidance, including one-time and on-going savings, with the targeted goal of achieving budgetary cost savings, increased revenues, and cost avoidance collectively totaling \$20 million; and

II. By amending Section 2 by deleting the first paragraph thereof and substituting therefore the following:

Section 2. Of the ten (10) voting members, five (5) members shall be appointed by the Mayor as designated by Resolution No. RS2018-1411 and shall have business experience relevant to efficient city administration, including such fields as general business experience, contracting, human resources, finance, and asset and property management. Three (3) members shall be appointed from membership of the Council, including (a) the Vice Mayor or his designee, (b) the chair of the Budget and Finance Committee; and (c) one (1) councilmember selected by the Vice Mayor from the membership of the Council. The councilmembers shall be appointed by the Vice Mayor and serve at the Vice Mayor's discretion. In addition, in consultation with the chairperson of the Budget and Finance Committee, the Vice Mayor shall appoint two (2) additional Commission members from the membership of the Council or by selecting individuals from the business or labor communities with relevant expertise. The three (3) ex officio, non-voting members shall be the director of the finance department or a designee, the director of the legal department or a designee, and a representative from the mayor's office.

INTRODUCED BY:

\_\_\_\_\_  
John Cooper  
Member of Council, At-Large