



Metropolitan Council

**PROPOSED LATE-FILED
RESOLUTIONS, AMENDMENTS
TO RESOLUTIONS AND
ORDINANCES, SECOND
SUBSTITUTE ORDINANCES, AND
SUBSTITUTE ORDINANCES TO BE
FILED WITH THE METRO CLERK
FOR THE COUNCIL MEETING OF
TUESDAY, SEPTEMBER 15, 2020**

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2020-450

Mr. President –

I hereby move to amend Resolution No. RS2020-450 as follows:

- I. By amending the fourth recital by deleting it in its entirety and replacing it with the following:

WHEREAS, the project estimate is \$89,555.11 in which the total cost is to be split 10% Metro, or \$8,955.51, and 90% for TDOT, or \$80,599.60; and,

- II. By replacing the Exhibit A incorporated in third recital and Section 1, and replacing it with the attached Exhibit A.

SPONSORED BY:

Thom Druffel
Member of Council



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

DIVISION OF FREIGHT & LOGISTICS
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

August 20, 2020

Ms. Shanna Whitelaw, Interim Public Works Director
The Metropolitan Government of Nashville and Davidson County
750 South Fifth Street
Nashville, TN 37201

Subject: Highway-Rail Grade Crossing Improvement Project, Contract # **CRR070364**

Dear Ms. Whitelaw,

The Tennessee Department of Transportation (TDOT) has prepared an Agreement for the City of Nashville / Davidson County for safety improvements at the subject highway-rail grade crossing listed below:

U.S. Dot Crossing Number	348-028F
Railroad Company	CSX Railroad
Railroad Milepost	00N 6.85
Federal Project Number	HSIP-R00S(315)
State Project Number	19960-2552-94
PIN	123221.00
Highway Route	Post Rd (0D016)
Highway Log Mile	0.03
City, County	In Nashville, Davidson

Please note that on **Item 2 (a)** of the work agreement, TDOT will need the City/County to place a **checkmark next to the method** by which the City/County will perform the Railroad Crossing safety improvement work.


Enclosed is one (1) original counterpart of the agreement between the Department and the City/County for the performance of this work.

Please have the appropriate City/County representative review sign and return the Agreement to me. I will then forward the copy for TDOT Commissioners Signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the City/County the fully executed agreement. Upon receipt of the fully executed agreement, the City/County may begin work.

If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at Erik.Andersen@tn.gov

Sincerely,

Handwritten signature of Erik Andersen DM in black ink.

Erik Andersen
Tennessee Rail-Crossing Safety Manager
Section 130 Program

EA:dm

Enclosure: City/County Agreement (1 copy)

cc: File



RAILROAD AGREEMENT

THIS AGREEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and the **City of Nashville / Davidson County, Tennessee**, hereinafter referred to as the "Local Government".

WITNESSETH:

WHEREAS, in accordance with 23 CFR, Subpart 646B, TDOT has directed the Local Government to prepare plans, specifications, and estimates of costs of labor, material and equipment, etc. for construction of the crossing roadway approaches adjustments, hereinafter referred to as the "Railroad Crossing Approaches Project" number **HSIP-R00S(315), 19960-2552-94**, at the **Post Rd (0D016) Highway-Rail Grade Crossing DOT No. 348-028F** located in **Nashville, Davidson County, Tennessee**; and

WHEREAS, the Local Government is eligible for reimbursement for the Railroad Crossing Approaches Project under 23 CFR, Subparts 140I and 646B which are incorporated herein by reference; and

WHEREAS, for the Railroad Crossing Roadway Approaches Adjustment Project, the Local Government has prepared plans, specifications, and estimates of cost over the original contract, dated **August 18, 2020**, which estimate is in the amount of **\$89,555.11**, in which the total cost is to be split **10% for Nashville / Davidson County (\$8,955.51) and 90% for TDOT (\$80,599.60)**, as required for the construction or installation of

3. Install one (1) Advance Grade Warning (W10-3R) (36"x36") sign on Approach 5 (Northbound Post Road), approximately 185 feet south of intersection. Install 2" min. width yellow reflective strip on front of sign post.
4. Install one (1) Advance Grade Warning (W10-3L) (36"x36") sign on Approach 6 (Southbound Post Road), approximately 185 feet north of intersection. Install 2" min. width yellow reflective strip on front of sign post.
5. Remove and replace one (1) Stop (R1-1) (36"x36") sign and one (1) All Way (R1-3P) (18"x6") plaque on Approach 6 (Southbound Post Road). Install 2" min. width red reflective strip on front of sign post.
6. Remove and replace one (1) Stop (R1-1) (36"x36") sign and one (1) All Way (R1-3P) (18"x6") plaque on Approach 5 (Northbound Post Road). Install 2" min. width red reflective strip on front of sign post.
7. Remove and replace one (1) Stop (R1-1) (36"x36") sign and one (1) All Way (R1-3P) (18"x6") plaque on Approach 1 (Westbound Post Road). Install 2" min. width red reflective strip on front of sign post.

8. Remove one (1) No Trucks and one (1) Over 8 Tons sign and install one (1) Low Ground Clearance (W10-5) (36"x36") sign and one (1) Low Ground Clearance (W10-5P) (30"x24") plaque on Approach 1 (Eastbound Post Road), approximately 100 feet west of the crossing.
9. Remove and replace one (1) Advanced Grade Warning (W10-1) (36" dia.) sign on Approach 1 (Eastbound Post Road), approximately 80 feet west of the crossing adjacent to stop line. Install 2" min. width yellow reflective strip on front of sign post.
10. Remove and replace one (1) Stop Here On Red (R10-6) (24"x36") sign on Approach 1 (Eastbound Post Road), approximately 25 feet west of the crossing.
11. Install one (1) stop line (17' long and 24" wide) on Approach 1 (Westbound Post Road) at Post Road.
12. Install one (1) Word Pavement Marking (RxR) approximately 80 feet west of the crossing on Approach 1 (Eastbound Post Road).
13. Restripe existing centerline and edgeline pavement markings for approximately 110 feet west of the crossing on Approach 1 (Eastbound Post Road).
14. Remove and replace one (1) Advance Grade Warning (W10-3L) (36"x36") sign on Approach 3 (Northbound US 70 South), approximately 365 feet south of Post Road. Install 2" min. width yellow reflective strip on front of sign post.
15. Remove one (1) No Trucks and one (1) Over 8 Tons sign and install one (1) Low Ground Clearance (W10-5) (36"x36") sign and one (1) Low Ground Clearance (W10-5P) (30"x24") plaque on Approach 2 (Westbound Post Road), approximately 25 feet east of the crossing.
16. Remove one (1) Advanced Grade Warning (W10-1), one (1) No Trucks (R5-2) and one (1) Over 8 Tons sign and install one (1) Advanced Grade Warning (W10-1) (36" dia.) on Approach 2 (Westbound Post Road), approximately 25 feet east of the crossing. Install 2" min. width yellow reflective strip on front of sign post.
17. Install one (1) Low Ground Clearance (W10-5) (36"x36") sign and one (1) Low Ground Clearance (W10-5P) (30"x24") plaque on Approach 2 (Westbound Post Road), approximately 25 feet east of the crossing.
18. Install one (1) Advance Grade Warning (W10-3R) (36"x36") sign on Approach 4 (Southbound US 70 South), approximately 365 feet North of Post Road. Install 2" min. width yellow reflective strip on front of sign post.
19. Install one (1) pre-signal with signal mast arm pole, two (2) signal heads, vehicle detection, pull box and conduit. Presignal to require communication to traffic signal controller cabinet at US 70S and Post Road intersection.
20. Install all required construction items for a fully functional traffic signal including but not limited to two (2) signal poles with dual mast arms, ten (10) signal heads, vehicle detection, pull boxes, battery backup, conduit and controller cabinet. Railroad preemption shall be required and will require communication between signal cabinet and Railroad cabinet. (Conduit bore under railroad.)
21. Install new Pedestrian signals and curb ramps to meet ADA requirements.

(hereinafter referred to as the "Railroad Crossing Approaches Work"); **Items are numbered to correspond with the Aerial Drawing in Exhibit A and**

NOW, THEREFORE, in consideration of these premises, and the mutual promises contained herein, it is agreed by and between the parties hereto as follows:

1.

(a) The Local Government shall construct said Railroad Crossing Approaches Project in accordance with the estimate of cost, plans and specifications, as approved by TDOT, which are incorporated herein by reference, and as otherwise contemplated by this Agreement. The approved estimate of cost, plans and specifications are attached hereto as “Exhibit A”.

(b) Any change in approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Local Government to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.

2.

(a) The Local Government agrees that it will perform the Railroad Crossing Approaches Work provided for in this Agreement by one of the following methods (mark the appropriate space):

By force account (provided that the Local Entity is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner).

By contract awarded to the lowest qualified bidder based on appropriate solicitation.

By use of an existing continuing contract (provided that the costs are reasonable).

By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as follows:

- (b)** Whenever the Local Government elects to perform the Railroad Crossing Approaches Work by award of a contract, it shall submit the same to TDOT for prior approval. TDOT shall not be required to reimburse the Local Government for its obligation under any contract that has not received the advance written approval of TDOT.
- (c)** The Local Government shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Crossing Approaches Work to anyone other than TDOT. The Local Government hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.
- (d)** Neither the Local Government nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Work to be performed under a contract to be awarded by the Local Government. The Local Government further agrees that no employee, officer, or agent, of the Local Government, shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Crossing Approaches Work if a real or apparent conflict of interest

would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform or supply material for the Railroad Crossing Approaches Work. Neither the Local Government nor any affiliate, subsidiary, employee, officer, or agent, of the Local Government, shall solicit, or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.

- (e) The Local Government must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Crossing Approaches Work. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Crossing Approaches Work.
3. The Railroad, under separate Agreement described above, shall provide flagging protection as may be required for the maintenance and protection of Railroad and highway traffic during the progress of the Railroad Crossing Approaches Work.
 4. The Local Government agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed Railroad Crossing Approaches Work site, and all survey staking for the purpose of the Railroad Crossing Approaches Work, and the estimated cost thereof is included in the estimate described above.
 5. After the Railroad Crossing Approaches Work has been constructed or installed and found to be in satisfactory working order by the parties hereto, the same shall be maintained by the Local Government for the benefit of the public for so long as the Railroad maintains and operates its track facilities at the crossing, or until the crossing is abandoned and unused or legal requirements make it necessary to cease operation and maintenance of the Railroad's signals and related equipment. It is understood that as of the date hereof, the provisions of applicable law require the Local Government to maintain said railroad-highway grade crossing roadway approaches at its own expense. It is further understood by the parties that State funds for the purpose of operating and maintaining the facilities, constructed or installed, may be expended in the event the General Assembly of Tennessee specifically authorizes and appropriates funds for such purposes, or in the event such funds are otherwise available for such purposes under prior authority and appropriation granted to TDOT by the General Assembly.
 6. Subject to the provisions of this paragraph, and as otherwise provided in this Agreement, TDOT agrees to reimburse the Local Government for the cost of designing, and constructing the Railroad Crossing Approaches Project in accordance with the approved plan, as follows:
 - (a) TDOT shall reimburse the Local Government for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Railroad Crossing Approaches Project, whether it is or is not a federal-aid project.

- (b)** The Local Government shall develop and record Railroad Crossing Approaches Work costs in a manner consistent with the current provisions of 23 CFR 140I as of the effective date of this Agreement, and as approved by TDOT.
 - (c)** Unless a lump-sum payment has been approved by TDOT, the Local Government shall submit all requests for payment by invoice, in form and substance acceptable to TDOT with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.
 - (d)** The Local Government may submit invoices for interim payments during the progress of the Railroad Crossing Approaches Work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Crossing Approaches Project, as described in Paragraph 1 of this Agreement, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
 - (e)** TDOT shall, unless it has good faith and reasonable objections to the Local Government's invoice for interim payment, use its best efforts to issue payment based on the Local Government's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Local Government's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Local Entity so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Local Government. All other reimbursable cost items set out in the Local Government's invoice shall be paid by TDOT.
 - (f)** Subject to the Local Government's right to bill on an interim basis as described above, the Local Government shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one year following the completion of the Railroad Crossing Approaches Work in its entirety. Otherwise, any previous payments to the Local Entity shall be considered final, and the Local Government shall be deemed to have waived any claim for additional payments, except as TDOT and the Local Government may have agreed otherwise in writing before the end of that year.
 - (g)** The Local Government's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
- 7.** TDOT shall have the right to inspect the Railroad Crossing Approaches Work on this project and to confirm the financial information made available by the Local Government to TDOT in support of the Local Government's invoiced amounts. The Local Government shall notify

TDOT of the date that the first work will be performed in order that adequate inspection can be arranged and proper records kept. Any costs billed by the Local Government that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.

8. The Local Government agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Agreement, the Local Government agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
9. The Local Government shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Local Government, insofar as they relate to work performed or monies received under this Agreement shall be maintained for a period of three (3) full years after final payment has been received by the Local Government and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or by the Federal Highway Administration, or their duly appointed representatives during this three (3) year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
10. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice to the Local Government. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Local Government shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Local Government's roadway facilities to safe operation. Should such an event occur, the Local Government shall be entitled to compensation for all costs reimbursable under 23 CFR 646B (in accordance with paragraph 7 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Local Government shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
11. The Local Government, its successors and assigns, agrees to indemnify and hold harmless TDOT as well as its employees, officers and agents from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Local Government, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the Railroad Crossing Approaches Work relating to this Agreement. The Local Government further agrees it shall be liable for the reasonable cost of attorneys for TDOT in the event such services are necessitated to enforce the terms of this Agreement or otherwise enforce the obligations of the Local Government to TDOT.

In the event of any such suit or claim, the Local Government shall give TDOT immediate notice thereof and shall provide all assistance required by TDOT in TDOT's defense. TDOT shall give the Local Government written notice of any such claim or suit, and the Local Government shall have full right and obligation to conduct the Local Government's own defense thereof. Nothing contained herein shall be deemed to accord to the Local

Government, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

12. TDOT shall have no liability except as specifically provided in this Agreement.
13. This Agreement may be modified only by a written amendment executed by the parties hereto.
14. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
15. The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Local Government on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Local Government shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
16. The Local Government agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Local Government to comply with this provision shall constitute a material breach of this Agreement, and subject the Local Government to the repayment of all State funds expended, or expenses incurred, under this Agreement.
17. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Local Government acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
19. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
20. TDOT and the Local Government agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation
Attention: Freight & Logistics Division
Highway Railroad Crossing Program
Suite 1200, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-0349
Fax: (615) 253-1482

With a copy if requested by TDOT to:

John H. Reinbold, Office of General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-0326
Fax: (615) 532-5988

To the Local Government:

Shanna Whitelaw, Interim Public Works Director
The Metropolitan Government of Nashville and Davidson County
750 South Fifth Street
Nashville, TN 37201

With a copy if requested by the Local Government to:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

RECOMMENDED BY:

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BY: Shanna Whitelaw
Shanna Whitelaw, Interim Director
Department of Public Works

BY: _____
Clay Bright
Commissioner

**APPROVED AS TO AND
AVAILABILITY OF FUNDS**

**APPROVED AS TO FORM AND
LEGALITY**

BY: Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

BY: _____
John H. Reinbold
General Counsel

**APPROVED AS TO FORM AND
LEGALITY**

BY: Robert Cooper
Bob Cooper
Metropolitan Attorney

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

BY: _____
John Cooper
Metropolitan County Mayor

ATTEST, this the _____ day of _____, 20_____.

BY: _____
Metropolitan Clerk

**APPROVED AS TO RISK AND
INSURANCE**

BY: _____
Director of Insurance



ISO 9001:2008 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1101 17th Avenue South • Nashville, TN 37212 • Phone 615.370.8410 • Fax 615.370.8455

Via Email: chip.knauf@nashville.gov

December 1, 2017

Mr. Chip Knauf, PE
Metro Nashville Public Works
750 S. 5th Street
Nashville, TN 37206

**Re: Harding Pike (SR255/US 70) and Post Road Signal Design (Contract No. 404474)
Nashville, TN**

Subject: Proposal for Traffic Engineering Services

Dear Mr. Knauf:

I am writing to outline the scope of services and compensation associated with KCI Technologies, Inc (KCI) providing engineering services for the above referenced project. Specifically, KCI's role for this project will be to provide traffic signal modifications, traffic signs and railroad crossing signage at the intersection of Harding Pike (SR255) and Post Road. The following information outlines KCI's understanding of the project as well as the scope of services and compensation associated with KCI providing engineering services for the project.

PROJECT UNDERSTANDING

Harding Pike is an existing 5-lane roadway that generally runs north/south in the project area. Post Road intersects Harding Pike approximately 1,700 feet north of U.S. Hwy 100. The intersection is currently a signalized span wire intersection and is directly adjacent to a CSX railroad line.

Specifically, the traffic signal modification will consist of adding new signal poles, mast arms, signal heads traffic signs and railroad crossing signage to the intersection. No intersection geometric design or layout modifications by KCI are included as a part of this scope.

SCOPE OF SERVICES

In order to achieve the objectives of the project, the following scope of work consist of two (2) primary tasks, which are described below:

Task 1 – Survey

A field run topographical survey will be utilized to develop design base information. The field run topographical survey will be obtained by Cherry Land Surveying. Topographical survey will identify

Employee-Owned Since 1988

existing topographical features, such as edge of pavements, sidewalks, pavement markings, property lines, easements, trees greater than six (6) inches in caliper and all discernible above and below ground utilities. Topographical survey information will conform to the Standards of Practice for Land Surveyors in Tennessee and will be tied to the State Plane Coordinate System.

Task 2 – Traffic Signal Modification Plans

Utilizing base survey information and existing signal plans obtained from MPW, KCI will prepare plans for the project. KCI will coordinate with MPW staff throughout the plan development process.

KCI will prepare documents and details, which are acceptable for bidding purposes. These documents will include traffic signal layout, sign locations, details, and tabulated quantities. These documents will conform to the requirements specified in the MUTCD. It is anticipated that the signal layout will be similar to the layout shown in the DTR.

KCI will provide to the client three (3) half-size copies and one (1) digital (.pdf) copy of the plans.

COMPENSATION

Contract price for the work specified above is as follows:

Task	Description of Work	Fee
Task 1	Survey	\$3,500.00
Task 2	Traffic Signal Modification Plans	\$8,500.00
TOTAL		\$12,000.00

*Approved:
Krisen Rice
12/4/2017
Bill: "TDOT R&R"*

Work performed will be billed on an hourly basis according to the Metro approved hourly rates.

PROJECT SCHEDULE

The approximate schedule for the work specified above is as follows:

Task	Description of Work	Time
Task 1	Survey	4 Weeks
Task 2	Traffic Signal Modification Plan	4 Weeks
TOTAL		8 Weeks

Approximate date of completion to be measured from notice to proceed.

PRESUMPTIONS AND EXCLUSIONS

The following constitute work components that KCI excludes from the base scope of services, but which can be provided as additional services if so desired by the client.

1. KCI excludes the design/planning or relocation of major systems of gas, cable, fiber optic, telephone or electric utilities.

2. KCI excludes geotechnical studies, environmental studies such as wetlands, and/or Phase I Environmental reports.
3. Permanent utility easements, if needed, for traffic signal will be identified in the plans; however, this scope excludes exhibits, legal descriptions, easement documents, or other services related to right-of-way acquisition, and construction or slope easements.
4. KCI excludes any street light design other than that directly associated with the traffic signal design.
5. KCI excludes and grading or drainage design.
6. KCI excludes any preparation of invitations to bid and bid coordination.
7. KCI shall not have the authority or responsibility to supervise, direct or inspect the construction, and excludes any responsibility for contractor's means, methods or safety precautions and practices.

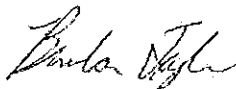
ADDITIONAL SERVICES

Any work, other than the scope of services outlined herein, shall be designated additional services. At such time that it is determined that these additional services are required, KCI Technologies, Inc. reserves the right to amend this proposal or execute a separate agreement that will provide such services. Services desired by the client, but not specifically outlined herein, can be provided on an hourly basis in accordance with each consultant's approved hourly rates.

This proposal is valid for a period of sixty (60) days, after which time KCI reserves the right to review and revise the fee.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information please contact me.

Sincerely,
KCI Technologies, Inc.



Brandon Taylor P.E.

860 VISCO DRIVE
 NASHVILLE, TN 37210-2150

 615.329.4944 (p) 615.320.5236 (f)
 www.stansellelectric.com

To:	Metro Public Works	Contact:	Chip Knauf
Address:	750 South 5th Street Nashville, TN 37206	Phone:	(615) 862-6120
		Fax:	(615) 862-5568
Project Name:	MPW - Harding Pike & Post Road (2020) - Rev1	Bid Number:	Contract #390181
Project Location:	Nashville, TN	Bid Date:	7/31/2020

 Line # Legend:
 R = Removal Only
 I = Install Only

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	MOB-1	MOBILIZATION	1.000	LS	\$10,359.89	\$10,359.89
	PW-DW-001	TRUNCATED DOME WARNING MAT	25.000	SF	\$61.02	\$1,525.50
	SP-02	LANE CLOSURE PERMIT - 5 DAY	5.000	EACH	\$76.28	\$381.40
	202-08.10	REMOVAL OF CURB	65.000	LF	\$6.41	\$416.65
	203-01.51	TRENCHING	50.000	LF	\$13.22	\$661.00
	203-07	FURNISHING & SPREADING TOPSOIL	10.000	CY	\$32.54	\$325.40
	209-99.91	EROSION CONTROL (catch Basin Protection, Silt Fence, Sediment Tubes, Etc.)	40.000	SY	\$25.43	\$1,017.20
	407-02.14	ASPHALT PAVEMENT REPAIR	70.000	SY	\$162.72	\$11,390.40
	701-02.01	CONCRETE HANDICAP RAMP (RETROFIT)	310.000	SF	\$19.32	\$5,989.20
	702-01	CONCRETE CURB	70.000	LF	\$25.93	\$1,815.10
	712-01	TRAFFIC CONTROL (FLAGGER/SIGNS)	250.000	HR	\$61.02	\$15,255.00
	712-08.06	UNIFORMED POLICE OFFICER	250.000	HR	\$61.02	\$15,255.00
	713-15.05	STREET NAME SIGNS (INSTALL ONLY)	5.000	EACH	\$203.40	\$1,017.00
	713-16.21	SIGNS (36" X 36" ALUMINUM FLAT SHEET)	8.000	EACH	\$305.10	\$2,440.80
	713-16.22	SIGNS (24" X 30" ALUMINUM FLAT SHEET)	3.000	EACH	\$294.93	\$884.79
	713-16.26	SIGNS (24" X 36" ALUMINUM FLAT SHEET)	1.000	EACH	\$294.93	\$294.93
	713-16.27	SIGNS (24" X 12" ALUMINUM FLAT SHEET)	2.000	EACH	\$279.68	\$559.36
	713-16.34D	ELECTRONIC BLANK OUT SIGN (36"x36")	2.000	EACH	\$5,500.00	\$11,000.00
	714-06.05	CABLE (1/C #6 AWG)	330.000	LF	\$1.53	\$504.90
	714-06.08	CABLE (#6 COPPER SOFT DRAWN BARE) (GROUND)	160.000	LF	\$1.02	\$163.20
	714-41	HEAVY HYDRO-EXCAVATION (POTHOLING + LOCATING UTILITIES)	56.000	HR	\$325.00	\$18,200.00
	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	15.000	LF	\$19.32	\$289.80
	716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL X-WALK)	62.000	LF	\$45.15	\$2,799.30
	725-03-50	WAVETRONIX - CLICK 650 SDLC CABINET INTERFACE DEVICE W/ 4' SDLC Y-CABLE	1.000	EACH	\$4,300.00	\$4,300.00
	725-21.92	WAVETRONIX - SMART SENSOR MATRIX (STOP BAR) W/ MOUNT, 20FT OF 12-8PIN, 6 CONDUCTOR CABLE	4.000	EACH	\$6,700.00	\$26,800.00
R	730-02.07	REMOVAL - SIGNAL HEAD ASSEMBLY (130)	6.000	EACH	\$116.96	\$701.76
	730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	6.000	EACH	\$823.77	\$4,942.62
	730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE) - OPTICALLY PROGRAMMED	1.000	EACH	\$4,300.00	\$4,300.00
R	730-02.16	REMOVAL - SIGNAL HEAD ASSEMBLY (150 A2H)	4.000	EACH	\$116.96	\$467.84
	730-02.17	SIGNAL HEAD ASM (150 A2H WITH BACKPLATE)	2.000	EACH	\$1,322.10	\$2,644.20
	730-02.30	SIGNAL HEAD ASSEMBLY (140 A1 WITH	1.000	EACH	\$5,100.00	\$5,100.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	730-02.34	BACKPLATE) - OPTICALLY PROGRAMMED MAST ARM HARDWARE	10.000	EACH	\$213.57	\$2,135.70
	730-03-N	PULL BOX (TYPE B TRAFFIC) 730-N TIER 22 LID	3.000	EACH	\$584.78	\$1,754.34
	730-05.01	ELECTRICAL SERVICE CONNECTION	1.000	EACH	\$1,627.20	\$1,627.20
	730-08.02	SIGNAL CABLE - 5 CONDUCTOR	350.000	LF	\$1.53	\$535.50
	730-08.03	SIGNAL CABLE - 7 CONDUCTOR	500.000	LF	\$1.63	\$815.00
	730-08.05	SIGNAL CABLE - 12 CONDUCTOR	340.000	LF	\$1.93	\$656.20
	730-08.10	WAVETRONIX - SMART SENSOR 6 CONDUCTOR CABLE	600.000	LF	\$3.60	\$2,160.00
	730-08.30	INTERCONNECT CABLE(COPPER-TWISTED PAIR) #19 12PR	120.000	LF	\$3.25	\$390.00
	730-11.01	STEEL CONDUIT RISER ASSEMBLY (2" RGS)	2.000	EACH	\$406.80	\$813.60
	730-12.02	CONDUIT 2" DIAMETER (PVC)	800.000	LF	\$7.53	\$6,024.00
	730-12.13	CONDUIT 2" DIAMETER (JACK AND BORE)	50.000	LF	\$30.51	\$1,525.50
	730-12.30	TRENCHING (PAVEMENT)	135.000	LF	\$86.45	\$11,670.75
	730-12.31	TRENCHING (SIDEWALK)	20.000	LF	\$37.63	\$752.60
	730-14.01	SHIELDED DETECTOR CABLE	300.000	LF	\$1.27	\$381.00
	730-14.03	LOOP WIRE	315.000	LF	\$0.76	\$239.40
	730-15.32	CABINET (EIGHT PHASE BASE MOUNTED - TS2- 2 STYLE)	1.000	EACH	\$15,865.20	\$15,865.20
R	730-15.32	REMOVE TRAFFIC CABINET	1.000	EACH	\$850.00	\$850.00
R	730-16.02	EIGHT PHASE ACTUATED CONTROLLER	1.000	EACH	\$127.13	\$127.13
I	730-16.06	CONTROLLER (ECONOLITE COBALT W/ FSK MODEM)	1.000	EACH	\$610.20	\$610.20
R	730-21.01	WOOD POLE (SIGNAL SUPPORT) CL 3, 35' LNG	2.000	EACH	\$330.00	\$660.00
	730-23.64	CANTILEVER SIGNAL SUPPORT (1 ARM @ 30') GALVANIZED - CATEGORY 2	2.000	EACH	\$11,797.20	\$23,594.40
	730-23.95	CANTILEVER SIGNAL SUPPORT (2 @ 55' & 70') GALVANIZED - CATEGORY 2	1.000	EACH	\$18,916.20	\$18,916.20
	730-24.07	FOUNDATION (PEDESTRIAN POLE 24" X 3') INSTALL ONLY	2.000	EACH	\$610.20	\$1,220.40
	730-26.02	PEDESTRIAN PUSHBUTTON WITH 15" SIGN	2.000	EACH	\$376.29	\$752.58
	730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	2.000	EACH	\$661.05	\$1,322.10
*	730-35.06	BATTERY BACKUP AND POWER CONDITIONER	1.000	EACH	\$11,800.00	\$11,800.00

Total Bid Price: \$259,001.24

Notes:

• **Clarifications:**

- This price is based upon the Traffic Signal Plans for Harding Pike at Post Road (Intersection No. 3942), dated 7/23/2020.
- Item 714-40 is for activities related to CSX railroad crossing bore with Stansell forces and locating utilities.
- Price excludes railroad insurance. Stansell shall invoice Metro Public Works for this cost separately for these costs.
- Price excludes flagger costs if required by railroad owner. Stansell shall invoice Metro Public Works separately for these costs.
- Directional boring under the railroad may require a specialty jack and bore contractor. If a specialized contractor is required for R/R Crossing, then Stansell shall invoice Metro Public Works separately for this work.
- Any "Make Ready" costs, if applicable, cannot be determined at this time and are excluded.
- Lane closure permits to be invoiced separately per MPW Purchasing Department's request.
- Utility fees, if applicable, are excluded.
- This quotation is valid for 30 days.

AMENDMENT NO. ____
TO
SUBSTITUTE RESOLUTION NO. RS2020-480

Mr. President –

I hereby move to amend Substitute Resolution No. RS2020-480 by amending the proposed amendment to the Metropolitan Charter incorporated into the Resolution as follows:

1. By amending Section 2, but adding the following underlined provision:

Section 2. The date prescribed for holding of the referendum election at which the electorate of the Metropolitan Government will vote to ratify or reject the amendments proposed in Section 1 of this Resolution shall be December 5, 2020, provided that if the Davidson County Election Commission would only be required to hold an election as a result of the adoption of this Resolution and for no other matter, then this Resolution shall be null and void, and without any further effect.

2. By deleting Section V. in its entirety:

~~V. — Article 18 of the Charter of The Metropolitan Government of Nashville and Davidson County shall be amended by adding the following new Section 18.18:~~

~~**“Sec. 18.18. — No private right of action.**~~

~~Nothing in this Charter shall be deemed to establish a private right of legal action unless expressly authorized by state law.”~~

3. By adding the following provision as a new Section V.

V. Article 18 of the Charter of The Metropolitan Government of Nashville and Davidson County shall be amended by adding the following new Section 18.18:

“Sec. 18.18. - Notwithstanding any other provision of this Charter to the contrary, for any legislation approving a contract related to sports facilities, a professional sports team, or related development, the Metropolitan Government may in its discretion include a requirement that such contracts will terminate if the related sports team ceases playing professional games in Nashville for more than twenty-four (24) consecutive months, and any other limitation in this Charter based on a team's presence in Nashville shall be void.”

4. By modifying the “For the Ballot” language as shown below:

FOR THE BALLOT

Amendment No. ____

This amendment would provide that, notwithstanding any other provision of the Charter to the contrary, the Metropolitan Government’s exercise of power pertaining to the acquisition, lease, or disposal of Metropolitan Government-owned property is subject to public referendum to the extent required by state law, that leases of Metropolitan Government-owned property shall be on commercially reasonable terms, and that no such lease shall have a term longer than permitted by state law. This amendment also provides that the Metropolitan Council’s authority to set property

tax levies and issue bonds shall be subject to a referendum to the extent required by the Charter as of January 1, 2019. Finally, this amendment would provide that for any legislation approving a contract related to sports facilities, a professional sports team, or related development, the Metropolitan Government may in its discretion include a requirement that such contracts will terminate if the related sports team ceases playing professional games in Nashville for more than twenty-four (24) consecutive months, and any other limitation in this Charter based on a team's presence in Nashville shall be void ~~the Charter does not create a private right of legal action unless authorized by state law.~~

SPONSORED BY:

Bob Mendes

Dave Rosenberg
Members of Council

Section 2. The date prescribed for holding of the referendum election at which the electorate of the Metropolitan Government will vote to ratify or reject the amendments proposed in Section 1 of this Resolution shall be December 5, 2020.

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2020-525

Mr. President –

I hereby move to amend Resolution No. RS2020-525 by amending the first recital clause and adding a new recital clause, as shown below:

~~WHEREAS, since at least the 1990s, the United States Marshals Service has requested that the Metropolitan Government has had a contract with the United States Marshals Service to house, in exchange for a fee, certain federal detainees at the Davidson County Sheriff's Office Downtown Detention Center, who are individuals who have been charged with federal offenses and are awaiting trial, or who have been sentenced and are awaiting designation and transport to a Bureau of Prisons facility; and,~~

WHEREAS, the Metropolitan Government has sought to update certain terms of the contract, including to increase the per diem rate paid to the Metropolitan Government and to reflect the policy to not house federal civil immigration detainees; and

SPONSORED BY:

Bob Mendes
Member of Council

Resolution No. _____

A resolution accepting a grant from Second Harvest Food Bank of Middle Tennessee to the Metropolitan Government, acting by and through the Nashville Farmers' Market, for \$100,000.00 in CARES Act funds to be used to reimburse Farmers' Market vendor/farmers who accept food vouchers provided by Second Harvest to Davidson County residents affected by COVID-19.

WHEREAS, on August 18, 2020, the Metropolitan Council passed Resolution RS2020-500, which awarded \$2,500,000.00 to Second Harvest to provide food assistance for Davidson County residents affected by COVID-19, which was subsequently signed into law by Mayor John Cooper on August 19, 2020; and,

WHEREAS, Second Harvest Food Bank of Middle Tennessee has awarded a grant in the amount of \$100,000.00, with no cash match required, to the Metropolitan Government, acting by and through the Nashville Farmers' Market, to reimburse farmer/vendors who accept food vouchers provided by Second Harvest to Davidson County residents affected by COVID-19; and,

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

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

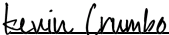
Section 1. That the grant by and between Second Harvest Food Bank of Middle Tennessee, in an amount not to exceed \$100,000.00, to the Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Farmers' Market, to reimburse farmer/vendors who accept food vouchers provided by Second Harvest to Davidson County residents affected by COVID-19, a copy of which grant agreement is attached hereto and incorporated herein, 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 Nashville Farmers' Market based on the revenues estimated to be received and any match to be applied.

Section 3. This resolution shall take effect from and after its final passage, the welfare of the public requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

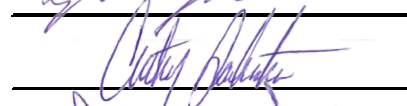


~~Kevin Crumbo~~

Director of Finance

INTRODUCED BY:







Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:

R. Alex Dickerson

Assistant Metropolitan Attorney

GRANT SUMMARY SHEET

Grant Name: Second Harvest CARES Food Vendor 20-20

Department: FARMERS MKT.

Grantor: SECOND HARVEST FOOD BANK OF MIDDLE TN

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

Total Award this Action: \$100,000.00

Cash Match Amount \$0.00

Department Contact: Tasha Kennard
8305241

Status: NEW

Program Description:

The Nashville Farmers' Market will receive CARES funding from Second Harvest in the amount of \$100,000.00 to be used to reimburse Farmers' Market vendors who accept food vouchers from Davidson County residents affected by COVID-19.

Plan for continuation of services upon grant expiration:

One time Covid-19 funding

Grants Tracking Form

Part One

<input type="radio"/> Pre-Application		<input checked="" type="radio"/> Application		<input type="radio"/> Award Acceptance		<input type="radio"/> Contract Amendment	
Department	Dept. No.	Contact				Phone	Fax
FARMERS MKT.	60	Tasha Kennard				8305241	
Grant Name:		Second Harvest CARES Food Vendor 20-20					
Grantor:		SECOND HARVEST FOOD BANK OF MIDDLE TN				Other:	
Grant Period From:		09/01/20		<small>(applications only)</small> Anticipated Application Date:			
Grant Period To:		12/30/20		<small>(applications only)</small> Application Deadline:			
Funding Type:		OTHER		Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:				Outside Consultant Project:		<input type="checkbox"/>	
Award Type:		OTHER		Total Award:		\$100,000.00	
Status:		NEW		Metro Cash Match:			
Metro Category:		New Initiative		Metro In-Kind Match:			
CFDA #		n/a		Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:				Applic. Submitted Electronically?		<input checked="" type="checkbox"/>	
<p>The Nashville Farmers' Market will receive CARES funding from Second Harvest in the amount of \$100,000.00 to be used to reimburse Farmers' Market vendors who accept food vouchers from Davidson County residents affected by COVID-19.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
One time Covid-19 funding							
How is Match Determined?							
Fixed Amount of \$		or		50.0%		% of Grant	
						Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund		Business Unit	
Is not budgeted?		\$0.00		Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		17.00%		Indirect Cost of Grant to Metro:		\$0.00	
*Indirect Costs allowed?		<input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		0.00%	
				Ind. Cost Requested from Grantor:		\$0.00	
						in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY18			\$100,000.00				\$100,000.00	\$0.00	\$0.00
Yr 2	FY19							\$0.00		
Yr 3	FY__							\$0.00		
Yr 4	FY__							\$0.00		
Yr 5	FY__							\$0.00		
Total		\$0.00	\$0.00	\$100,000.00	\$0.00		\$0.00	\$100,000.00	\$0.00	\$0.00
Date Awarded:		09/01/20		Tot. Awarded:		\$100,000.00		Contract#: MOU		
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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

AGREEMENT

THIS AGREEMENT is entered into as of the 15th day of September, 2020, the “Effective Date” by and between **Second Harvest Food Bank of Middle Tennessee (“Second Harvest”)** and the **Metropolitan Government of Nashville and Davidson County, by and through the Nashville Farmers’ Market (“Farmers Market”)**(collectively, “the Parties”) to set forth the objectives, understandings, and agreements between the Parties in connection with the voucher food program described below.

BACKGROUND

Second Harvest, a not-for-profit, tax-exempt charitable organization organized under Section 501(c)(3) of the Internal Revenue Code, has received an award of federal funds from the Metropolitan Government, to administer food assistance for Davidson County residents affected by COVID-19. Metropolitan Council Resolution RS2020-500, which enabled these funds to be distributed to Second Harvest, is attached as Exhibit A to this Agreement and incorporated herein.

One aspect of Second Harvest’s program is to distribute food vouchers that will be redeemable at participating farm stands at the Farmers Market (“the Project”). Specifically, Second Harvest will issue vouchers to qualified individuals who can exchange these vouchers for food assistance with participating vendors at the Farmers Market (“Vendors”). Farmers Market will then reimburse the vendors through the grant of one hundred thousand dollars (\$100,000.00) from Second Harvest to Farmers Market, which is the subject of this Agreement and the attached Exhibit B which is attached to this Agreement and incorporated herein.

ARTICLE I: TYPE OF AGREEMENT

Section 1.1. This Agreement is a subcontract issued in relation with the above-mentioned award from the Metropolitan Government to Second Harvest. It is a voucher reimbursement program that will pay Farmers Market one hundred thousand dollars (\$100,000.00), which will be used to reimburse Farmers Market vendors (“Vendors”) who participate in the Project by accepting Second Harvest vouchers from individuals in need of food assistance due to COVID-19 in exchange for vendor-farmed food (“Eligible Voucher Recipients”). This Agreement is subject to availability of grant funds to Second Harvest. Any funds not distributed for voucher redemption will be returned to Second Harvest as described in Exhibit B. Second Harvest shall promptly notify Farmers Market, in writing, of any modification, payments, delays or cancellation of the grant.

ARTICLE II: TERM

Section 2.1. This Agreement shall remain in effect from its Effective Date above through December 30, 2020 (“the Term”) unless the Agreement is terminated at an earlier date in accordance with Article V of this Agreement.

ARTICLE III: SCOPE OF WORK

Section 3.1. VoucherTracking. With regard to voucher payment processing, Farmers Market will:

- a. Account for and redeem incentives when Eligible Voucher Recipients buy fresh fruits and vegetables from eligible Vendors.
- b. Maintain records and submit to Second Harvest or its designated evaluation team such data as is necessary to meet the Project's monitoring and evaluation requirements, which are contained in Exhibit A and may be modified or added to by Second Harvest or the Metropolitan Government's COVID-19 Financial Oversight Committee.
- c. Use data entry and recordkeeping systems and materials provided by Second Harvest for program implementation, including vouchers, program-related signage and other materials to inform Vendors and Eligible Voucher Recipients that the Farmers Market is participating in the Project and to describe how the program works.
- d. Maintain, for the term of this Agreement and for three years from the date of this Agreement's expiration or termination, financial and programmatic reports for services rendered and claims for payments made under this Agreement.

ARTICLE IV: FUNDING AND PAYMENT

Section 4.1. Upper Limit to Be Paid. In consideration of the services to be delivered as described in Article III above, Second Harvest shall pay Farmers Market a one-time payment of one hundred thousand dollars.

ARTICLE V: TERMINATION

Section 5.1. Termination. Second Harvest may terminate this Agreement for any reason, by giving written notice to Farmers Market specifying the effective date of such termination. Farmers Market shall continue to allow customers to redeem any vouchers already distributed until the expiration date on the vouchers. Farmers Market shall be entitled to reimbursement for any redeemed vouchers and shall send Second Harvest a final report after the expiration of the vouchers, with settlement to occur as outlined in Exhibit B.

Section 5.2 Renewal. The Parties may choose to renew this Agreement for an additional year by written amendment.

ARTICLE VI: MISCELLANEOUS

Section 6.1 Independent Contractor. The Parties hereto are "independent contractors," and nothing in this Agreement shall be construed to create an employer/employee relationship, partnership, or joint venture relationship, or to allow either to exercise control over the performance of the services of the other under this Agreement.

Section 6.2 Cooperation in the Event of Lawsuits, Audits and Investigations. In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made by any third person or entity against either Party, or in the event that an audit or investigation of either Party is initiated by a government agency or other third party, the Parties shall provide each other with all reasonable information and assistance in cooperation with such matter.

Section 6.3 Prohibited Activities. Farmers Market agrees not to use any funds under this Agreement for any prohibited activities as set out in Exhibit A. Funds under this Agreement may not be used to carry out propaganda, attempt to influence legislation or the outcome of any public election, carry any voter registration drive or undertake any activity for a non-charitable purpose.

Section 6.4 Notices. Any notice, demand, or communication under this Agreement shall be in writing and shall be served on the Parties at the following respective addresses:

Second Harvest:

Nancy Keil
President and CEO
Second Harvest Food Bank of Middle Tennessee
331 Great Circle Rd
Nashville, TN 37228
PHONE: 615-329-3491
nancy.keil@secondharvestmidtn.org

Farmers Market:

Tasha Kennard
Executive Director
Nashville Farmers' Market
900 Rosa L. Parks
Nashville, TN 37208
Phone: 615-880-2001
Email: Tasha.Kinnard@nashville.gov

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:**

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kerina Crumbo
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

R. Alex Dickerson
Metropolitan Attorney

METROPOLITAN MAYOR:

John Cooper

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

**SECOND HARVEST FOOD BANK OF MIDDLE
TENNESSEE:**

By: Nancy Keil, Nancy Keil

Title: President & CEO

Sworn to and subscribed to before me a Notary
Public, this 11 day of September 2020

Notary Public, Carolyn Sullivan

Carolyn Sullivan
My Commission expires 3-8-2022



EXHIBIT A

Resolution No. RS2020- 500

A resolution proposing recommendations by the COVID-19 Financial Oversight Committee for distribution of \$2,500,000.00 in CARES Act funds from the COVID-19 Pandemic Fund No. 300099 to provide food assistance for Davidson County residents affected by COVID-19, to be administered by Second Harvest Food Bank of Middle Tennessee using the Our Fair Share Nashville Preliminary Report submitted by The Equity Alliance and commissioned by the Mayor's Office.

WHEREAS, on June 16, 2020, the Metropolitan Council passed Substitute Ordinance BL2020-286, the budget ordinance for the Metropolitan Government for Fiscal Year 2021, which was subsequently signed into law by Mayor John Cooper on June 17, 2020; and

WHEREAS, Substitute Ordinance BL2020-286 established a COVID-19 Financial Oversight Committee ("the Committee") to collect, consider, and recommend appropriate uses of all federal and state funds provided to the Metropolitan Government specifically for COVID-19 relief and recovery, including but not limited to, federal CARES Act funds, and to submit its initial recommendations to the Mayor, the Director of Finance, and the Metropolitan Council not later than August 3, 2020; and

WHEREAS, there are federal requirements for use of CARES Act funds that require that these funds be used or distributed on or before December 30, 2020; and

WHEREAS, Resolution RS2020-478 addressed initial recommendations by the Committee, including the immediate and critical need to provide financial assistance in the form of rent and mortgage payments and utilities payments to benefit individuals in Davidson County who have suffered the most from the devastating effects of the COVID-19 pandemic; and

WHEREAS, the Committee recognizes an immediate and critical need to provide food assistance to benefit individuals in Davidson County who have suffered the most from the devastating effects of the COVID-19 pandemic; and

WHEREAS, the Committee accepts the Our Fair Share Nashville Preliminary Report of The Equity Alliance as an appropriate resource that accurately captures many of the zip codes in Davidson County with the most immediate need for such assistance; and

WHEREAS, based on the urgency with which these funds must be distributed and the expertise and familiarity that Second Harvest Food Bank of Middle Tennessee ("Second Harvest") possesses with respect to distribution of CARES Act funds, Second Harvest would be an appropriate administrator of these funds; and

WHEREAS, the Committee finds that distribution of these funds towards food assistance should not be contingent on the ability to produce a social security number; and

WHEREAS, the Committee recognizes that there are pressing needs throughout Davidson County, including the need to assist small businesses, provide community support, and replace city resources spent fighting the pandemic, which the Committee intends to address in its subsequent recommendations; and

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and

Davidson County that this resolution be approved.

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

Section 1. The Metropolitan Council accepts this resolution as a recommendation of the COVID-19 Financial Oversight Committee.

Section 2. The Metropolitan Council requests the Mayor's Office and the Director of Finance to release \$2,500,000.00 in CARES Act funds to Second Harvest Food Bank of Middle Tennessee, with an indirect allocation rate not to exceed three percent, as soon as possible to be administered in accordance with this Resolution.

Section 3. The Metropolitan Council directs Second Harvest to distribute food for Davidson County residents who are most affected by food shortages a result of the effects of the COVID-19 pandemic, and that these distributions be made in accordance with the financial requirements of the federal CARES Act and the financial reporting requirements of the Director of Finance.

Section 4. The Metropolitan Council directs Second Harvest to reference the Our Fair Share Nashville Preliminary Report of The Equity Alliance as an appropriate resource to prioritize individuals who should receive food assistance, with the understanding that any resident of Davidson County suffering a food shortage because of COVID-19 shall be considered eligible to receive assistance.

Section 5. The Metropolitan Council directs Second Harvest to distribute these funds irrespective of the ability of beneficiaries to produce a social security number.

Section 6. The Metropolitan Council directs the COVID-19 Financial Oversight Committee to oversee Second Harvest's administration of these funds, to determine how the food and related resources should be disbursed and allocated, and to establish reporting requirements to ensure that food and related resources are distributed as required by this Resolution. These requirements include, but are not limited to:

1. Second Harvest will collect data through its Link-2-Feed data tracking system.
2. Funds shall be used to source, store, assemble and deliver food to Davidson County residents adversely affected by COVID-19. Payments of funds to individuals is prohibited.
3. Applications for food support are prohibited from asking for a social security number.
4. Bi-weekly reporting from Second Harvest to the Committee is required. The required information includes but is not limited to the following:
 - a. Accounting of any distribution of food and related resources, including identification of partner organizations
 - b. Accounting of any and all fees related to the disbursement of these funds
 - c. Balance of funds remaining from the \$2,500,000 allocation

d. Demographics of beneficiaries of any funds, including but not limited to Age, Race, Sex and Zip Code

Section 7. The Metropolitan Council directs that any funds that have not been disbursed by Second Harvest by November 15, 2020, shall be immediately returned to the Metropolitan Government to be reallocated by the COVID-19 Financial Oversight Committee prior to December 30, 2020.

Section 8. This resolution shall take effect from and after its final passage, the welfare of the public requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo
Kevin Crumbo
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Assistant Metropolitan Attorney

INTRODUCED BY:

[Signature]
[Signature]

[Signature]
Member(s) of Council

[Signature]

[Signature]

[Signature]

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2020 - 500

A resolution proposing recommendations by the COVID-19 Financial Oversight Committee for distribution of \$2,500,000.00 in CARES Act funds from the COVID-19 Pandemic Fund No. 300099 to provide food assistance for Davidson County residents affected by COVID-19, to be administered by Second Harvest Food Bank of Middle Tennessee using the Our Fair Share Nashville Preliminary Report submitted by The Equity Alliance and commissioned by the Mayor's Office.

Introduced AUG 18 2020

Amended _____

Adopted AUG 18 2020

Approved AUG 19 2020

By 
Metropolitan Mayor

EXHIBIT B

1. Funds to be used exclusively for purchase of produce, dairy and proteins to fill needs of food insecure individuals affected by COVID-19 to include persons unemployed, on SNAP, disabled, low income, and ill.
2. Funds will be redeemed by use of vouchers. Nashville Farmers Market will provide bimonthly reporting of redemption on the 2nd and 4th Friday of each month, September– December.
3. Second Harvest will provide and distribute 500 booklets containing (10) \$10.00 vouchers with an expiration date of 10/31/2020. Second Harvest will provide and distribute an additional set of 500 booklets containing (10) \$10.00 vouchers with an expiration of 12/30/2020. Second Harvest reserves the right to print additional booklets after the 10/31/20 expiration if it is apparent not all distributed have been redeemed by the deadline.
4. Funds not distributed by 12/30/2020 are to be refunded to Second Harvest Food Bank of Middle Tennessee no later than 1/15/2021.

Resolution No. _____

A resolution to appropriate grant funds from the Tennessee Housing Development Agency to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, for Low Income Home Energy Assistance Program (LIHEAP) services targeted toward the elderly, disabled, veterans, and households with children under the age of six years.

WHEREAS, the Tennessee Housing Development Agency has awarded a grant in an amount not to exceed \$1,459,928.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, for Low Income Home Energy Assistance Program (LIHEAP) services targeted toward the elderly, disabled, veterans, and households with children under the age of six years; and,

WHEREAS, the Metropolitan Action Commission has accepted this grant pursuant to its authority under Metropolitan Code of Laws section 2.108.050; and,

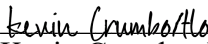
WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that these funds be appropriated to the Metropolitan Action Commission.

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

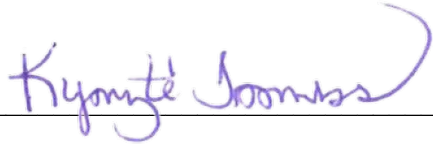
Section 1. That the funds from a grant by and between the Tennessee Housing Development Agency, in an amount not to exceed \$1,459,928.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, for Low Income Energy Assistance Program (LIHEAP) services targeted toward the elderly, disabled, veterans, and households with children under the age of six years, a copy of which grant is attached hereto and incorporated herein, be appropriated to the Metropolitan Action Commission.

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

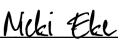
APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo, Director
Department of Finance

INTRODUCED BY:



APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Assistant Metropolitan Attorney

Member(s) of Council

GRANT SUMMARY SHEET

Grant Name: LIHEAP CARES (10) 20-21

Department: METRO ACTION

Grantor: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

**Pass-Through Grantor
(If applicable):** TN HOUSING DEVELOPMENT AGENCY

Total Award this Action: \$1,459,928.00

Cash Match \$0.00

Department Contact: Marvin Cox, Community Service Program Director
862-8860

Status: NEW

Program Description:

The Low Income Home Energy Assistance Program (LIHEAP) helps keep families safe and healthy through initiatives that assist families with energy costs. This award adds \$325 of additional assistance to applicants that applied and received prior assistance from the time period of 10/1/19 thru 7/31/20.

Plan for continuation of services upon grant expiration:

This is a one-time new initiative to help during the time of COVID-19

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
METRO ACTION	075	Marvin Cox, Community Service Program Director			862-8860	862-8870	
Grant Name:		LIHEAP CARES (10) 20-21					
Grantor:		U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			Other:		
Grant Period From:		08/01/20		(applications only) Anticipated Application Date:			
Grant Period To:		07/31/21		(applications only) Application Deadline:			
Funding Type:		FED PASS THRU		Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:		TN HOUSING DEVELOPMENT AGENCY		Randall Funding Project:		<input type="checkbox"/>	
Award Type:		FORMULA		Total Award:		\$1,459,928.00	
Status:		NEW		Metro Cash Match:		\$0.00	
Metro Category:		New Initiative		Metro In-Kind Match:		\$0.00	
CFDA #		93.568		Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:				Applic. Submitted Electronically?		<input type="checkbox"/>	
<p>The Low Income Home Energy Assistance Program (LIHEAP) helps keep families safe and healthy through initiatives that assist families with energy costs. This award adds \$325 of additional assistance to applicants that applied and received prior assistance from the time period of 10/1/19 thru 7/31/20.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
This is a one-time new initiative to help during the time of COVID-19							
How is Match Determined?							
Fixed Amount of \$		or		0.0%		% of Grant	
						Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		\$0.00		Fund		Business Unit	
Is not budgeted?		\$0.00		Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				Requested from Cont. Match Fund:			
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		15.71%		Indirect Cost of Grant to Metro:		\$229,354.69	
*Indirect Costs allowed?		<input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.		8.00%	
				Ind. Cost Requested from Grantor:		\$108,142.81	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY 20		\$1,459,928					\$1,459,928.00	\$229,354.69	\$108,142.81
Yr 2										
Yr 3										
Yr 4										
Yr 5										
Total			\$1,459,928.00	\$0.00	\$0.00		\$0.00	\$1,459,928.00	\$229,354.69	\$108,142.81
Date Awarded:				08/01/20	Tot. Awarded:		\$1,459,928.00	Contract#:		LIHEAP CARES-10
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

Rev. 8/5/03
5093

GCP Rec'd
09/04/20

GCP Approved
09/04/20

VW

**GRANT CONTRACT LIHEAP CARES-10
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HOUSING DEVELOPMENT AGENCY
AND
METROPOLITAN ACTION COMMISSION**

This Grant Contract, by and between the State of Tennessee, Tennessee Housing Development Agency, hereinafter referred to as the "State" and **Metropolitan Action Commission** hereinafter referred to as the "Grantee," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES."

The Grantee is a Non-Profit Corporation.
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall administer the Low Income Home Energy Assistance Program (LIHEAP) program and fiscal responsibilities, targeted toward individuals who are elderly, disabled, or veterans, and households with children under the age of six years, in accordance with all applicable federal regulations, all applicable Office of Management and Budget (OMB) circulars; and all Tennessee Housing Development Agency's program and fiscal policies including the LIHEAP Operational Manual for Regular and Crisis Assistance.
- A.3. The Grantee shall submit a LIHEAP Operational Plan to the State for approval on a date defined by the State for the contract period, utilizing a template provided by the State. Any subsequent changes to an approved Operational Plan will require approval by the State.
- A.4. The Grantee shall adhere to the LIHEAP program requirements as stated in the Low-Income Home Energy Assistance Program Operational Manual for Regular and Crisis Assistance.
- A.5. The Grantee shall use minimum and maximum Energy Assistance benefit levels as prescribed by the State.
- A.6. The Grantee shall administer a crisis component, utilizing a minimum of 10% of the funds allocated on the "Specific Assistance to Individuals" line of the Grant Budget, attached hereto. Any exception to this minimum amount will require written approval by the Community Programs Division of Tennessee Housing Development Agency (THDA).
- A.7. The Grantee shall ensure that a reasonable amount of crisis funds, based on data from prior years, shall be reserved until March 15 of each program year for the crisis component.
- A.8. The Grantee shall continuously accept and process applications for crisis assistance throughout the contract period provided funds are available. If there are not funds available in the crisis component, the application may be processed as a regular LIHEAP application in accordance with the Grantee's State approved Operational Plan.
- A.9. The Grantee shall use a State approved application for service as submitted in the agency's Operational Plan. The Grantee will also accept standard applications for LIHEAP service originating from THDA's website.
- A.10. The Grantee shall make payments for the crisis component within timeframes set forth by the State,

subject to funding availability.

- A.11. The Grantee may provide regular or crisis assistance to individuals once per program year up to the maximum benefit amount per household as defined by the State.
- A.12. The Grantee shall immediately provide any applicant an application for LIHEAP participation upon request for services, including mailing of applications to clients who cannot come into the office.
- A.13. The Grantee shall accept applications for regular LIHEAP assistance as determined by the State, and as described in their State approved Operational Plan.
- A.14. The Grantee shall evaluate and determine eligibility (approval or denial), and notify clients within thirty (30) calendar days or intake month of receipt of application.
- A.15. The Grantee shall provide regular LIHEAP assistance to eligible clients within ninety (90) calendar days or less from receipt of the client's application in accordance with the grantee's State approved Operational Plan. The Grantee's provision of services is contingent upon the availability of funding. The applicant must be notified in writing regarding benefit level and date of service.
- A.16. The Grantee shall assist applicants, as needed, with the completion of their applications.
- A.17. The Grantee shall determine eligibility for assistance based on applicable federal income guidelines, and applicable policies as defined by the State.
- A.18. The Grantee shall maintain a waiting list according to State policies and procedures of eligible clients by county, for a period determined by the State, when available contract funds are expended.
- A.19. The Grantee shall utilize and update the State approved database with all required information in a timely manner, as prescribed by the State.
- A.20. The Grantee shall submit supporting documentation to the agency's monthly invoice. Payment of the monthly invoice is contingent upon agency submission of required documentation as prescribed by the State.
- A.21. The Grantee shall issue benefit payments to energy suppliers in a timely manner, as described in the Agency's State approved Operational Plan.
- A.22. The Grantee shall not pay LIHEAP benefits directly to a client.
- A.23. The Grantee shall conduct outreach as outlined in the agency's State approved Operational Plan.
- A.24. The Grantee shall establish a formal process by which an individual or family who receives assistance from the Grantee may have such assistance terminated in the event that violation of program requirements occur as defined in the agency's State approved Operational Plan.
- A.25. The Grantee shall employ a procedure for client appeals based on those described in the LIHEAP federal application and must list those procedures in the Agency's State approved Operational Plan. Furthermore, the Grantee shall ensure that the appeal procedure is explained to all potential clients.
- A.26. The State, at its discretion, may visit the Grantee at any time to review records or programs.
- A.27. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on August 1, 2020 ("Effective Date") and extend for a period of (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed **ONE MILLION FOUR HUNDRED FIFTY NINE THOUSAND NINE HUNDRED TWENTY EIGHT DOLLARS (\$1,459,928.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment Reference, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. **Compensation Firm.** The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Housing Development Agency
 Community Programs Division
 Andrew Jackson Building
 502 Deaderick St., Third Floor
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: State Agency & Division Name.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).

- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were paid or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement

under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Cynthia Peraza, Community Programs Director
Tennessee Housing Development Agency
Andrew Jackson Building
502 Deaderick Street, Third Floor
Nashville, TN 37243
CPeraza@thda.org
Telephone # (615) 815-2030
FAX # (615) 564-1292

The Grantee:

Dr. Cynthia Croom, Executive Director
Metropolitan Action Commission
802 2nd Avenue North, Nashville, Tennessee, 37201
cynthia.croom@nashville.gov
Telephone (615) 862-8860
Fax (615) 862-8881

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For

grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment C to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment C shall complete Attachment D. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grant Grantee by the State or acquired by the Grant Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grant Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether is has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.3. **Insurance.** Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term,

Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.

Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Grantee shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers' compensation and employer liability insurance, the Grantee shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;
 - iv. The Grantee is in the coal mining industry with no employees;
 - v. The Grantee is a state or local government; or
 - vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Grantee shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

E.4. **Prohibited Advertising.** The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. **Environmental Tobacco Smoke.** Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

- E.6. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:


- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Metropolitan Action Commission:

 9/3/20

 Dr. Cynthia Croom, Executive Director DATE

Tennessee Housing Development Agency :

 Cynthia Peraza, Director of Community Programs DATE

**SIGNATURE PAGE FOR
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
LIHEAP CARES FY21**

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

(SEE PREVIOUS PAGE)
Cynthia Croom, Ed.D., Executive Director
Metropolitan Action Commission

Date

LaVoneia C. Steele
LaVoneia C. Steele, Ed.D., Chair
Metropolitan Action Commission

9/3/20
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

9/8/2020
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
B.C. Cobb, Director of Insurance

9/9/2020
Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Niki Eke
Metropolitan Attorney

9/9/2020
Date

FILED:

Metropolitan Clerk

Date

ATTACHMENT A
Grant Budget
LIHEAP
2020 Cares Act

SUBGRANTEE: Metropolitan Action Commission

BUDGET COST CATEGORIES	Administrative Costs	Direct Program Support Costs	Total Program Costs
A. Personnel			
1.1 Salaries (Admin)			\$ -
1.2 Salaries (Non Admin)			\$ -
2. Fringe Benefits			\$ -
3. Professional Fees			\$ -
A. Subtotal Personnel	\$ -	\$ -	\$ -
B. Non Personnel			
1. Occupancy			\$ -
2. Insurance			\$ -
3. Telephone/Internet			\$ -
4. Utilities			\$ -
5. Equipment Rental and Maintenance			\$ -
6. Printing & Publications			\$ -
7. Supplies			\$ -
8. Postage and Shipping			\$ -
9. Advertising			\$ -
10. Data Processing			\$ -
11. Travel			\$ -
12. Audit (Admin only)			\$ -
13. Indirect Cost (Admin Only)	\$ 108,142.81		\$ 108,142.81
14. Outreach (up to 2%)			\$ -
15. Assurance 16: Energy Conservation Education (up to 2%)			\$ -
B. Subtotal Non Personnel	\$ 108,142.81	\$ -	\$ 108,142.81
C. Direct Assistance			
1. Direct Assistance to Individuals		\$ 1,351,785.19	
C. Subtotal Direct Assistance		\$ 1,351,785.19	\$ 1,351,785.19
TOTAL A, B, and C	\$ 108,142.81	\$ 1,351,785.19	\$ 1,459,928.00

Prepared By/Contact:

Robert Lee Wright, CFO

Robert Lee Wright 9/4/20

(print name and title)

(signature and date)

Approved By:

Cynthia Croom, Executive Director

Cynthia Croom 9/4/20

(print name and title)

(signature and date)

Revised 8/10/2020

ATTACHMENT B**Federal Award Identification Worksheet**

Sub recipient's name (must match registered name in DUNS)	Metropolitan Action Commission
Sub recipient's DUNS number	
Federal Award Identification Number (FAIN)	2001TNE5C3
Federal award date	5/8/2020
CFDA number and name	93.568 Low-Income Home Energy Assistance
Grant contract's begin date	8/1/2020
Grant contract's end date	7/31/2021
Amount of federal funds obligated by this grant contract	\$1,459,928.00
Total amount of federal funds obligated to the sub recipient	To be determined based on county poverty levels
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$18,060,947.00
Name of federal awarding agency	US Department of Health and Human Services
Name and contact information for the federal awarding official	Lauren Christopher, Director Administration for Children and Families 370 L'enfant Promenade, S.W. Washington, DC 20447
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT C

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.**

Metropolitan Action Commission is subject to an audit for fiscal year 2020.

Metropolitan Action Commission is not subject to an audit for fiscal year 2020.

Grantee's Edison Vendor ID Number: **4**

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

ATTACHMENT D

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.**

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: **4**

Is Metropolitan Action Commission a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Metropolitan Action Commission a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Resolution No. _____

A resolution to appropriate supplemental benefit grant funds from the Tennessee Housing Development Agency to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, for Low Income Home Energy Assistance Program (LIHEAP) services targeted toward the elderly, disabled, veterans, and households with children under the age of six years.

WHEREAS, the Tennessee Housing Development Agency has awarded a grant in an amount not to exceed \$1,639,666.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, for Low Income Home Energy Assistance Program (LIHEAP) services targeted toward the elderly, disabled, veterans, and households with children under the age of six years; and,

WHEREAS, the Metropolitan Action Commission has accepted this grant pursuant to its authority under Metropolitan Code of Laws section 2.108.050; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that these supplemental benefit grant funds be appropriated to the Metropolitan Action Commission.

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

Section 1. That the supplemental benefit grant funds by and between the Tennessee Housing Development Agency, in an amount not to exceed \$1,639,666.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, for Low Income Energy Assistance Program (LIHEAP) services targeted toward the elderly, disabled, veterans, and households with children under the age of six years, a copy of which grant is attached hereto and incorporated herein, be appropriated to the Metropolitan Action Commission.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

INTRODUCED BY:

DocuSigned by:

Kevin Crumbo/Ho

Kyonte Thomas

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Member(s) of Council

DocuSigned by:

Nicki Eke

Assistant Metropolitan Attorney

GRANT SUMMARY SHEET

Grant Name: LIHEAP Supplemental Benefit Funds (20-10) 20-21

Department: METRO ACTION

Grantor: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

**Pass-Through Grantor
(If applicable):** TN HOUSING DEVELOPMENT AGENCY

Total Award this Action: \$1,639,666.00

Cash Match \$0.00

Department Contact: Marvin Cox, Community Service Program Director
862-8860

Status: NEW

Program Description:

The Low Income Home Energy Assistance Program (LIHEAP) helps keep families safe and healthy through initiatives that assist families with energy costs. This award adds \$325 of additional assistance to applicants that applied and received prior assistance from the time period of 10/1/19 thru 7/31/20.

Plan for continuation of services upon grant expiration:

This is a one-time new initiative to help during the time of COVID-19

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
METRO ACTION	075	Marvin Cox, Community Service Program Director			862-8860	862-8870	
Grant Name:		LIHEAP Supplemental Benefit Funds (20-10) 20-21					
Grantor:		U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			Other:		
Grant Period From:		08/01/20		(applications only) Anticipated Application Date:			
Grant Period To:		07/31/21		(applications only) Application Deadline:			
Funding Type:		FED PASS THRU		Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:		TN HOUSING DEVELOPMENT AGENCY		Randall Funding Project:		<input type="checkbox"/>	
Award Type:		FORMULA		Total Award:		\$1,639,666.00	
Status:		NEW		Metro Cash Match:		\$0.00	
Metro Category:		New Initiative		Metro In-Kind Match:		\$0.00	
CFDA #		93.568		Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:				Applic. Submitted Electronically?		<input type="checkbox"/>	
<p>The Low Income Home Energy Assistance Program (LIHEAP) helps keep families safe and healthy through initiatives that assist families with energy costs. This award adds \$325 of additional assistance to applicants that applied and received prior assistance from the time period of 10/1/19 thru 7/31/20.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
This is a one-time new initiative to help during the time of COVID-19							
How is Match Determined?							
Fixed Amount of \$		or		0.0%		% of Grant	
						Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		\$0.00		Fund		Business Unit	
Is not budgeted?		\$0.00		Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				Requested from Cont. Match Fund:			
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		15.71%		Indirect Cost of Grant to Metro:		\$257,591.53	
*Indirect Costs allowed?		<input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.		8.00%	
				Ind. Cost Requested from Grantor:		\$121,456.74	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY 20		\$1,639,666.00					\$1,639,666.00	\$257,591.53	\$121,456.74
Yr 2										
Yr 3										
Yr 4										
Yr 5										
Total			\$1,639,666.00	\$0.00	\$0.00		\$0.00	\$1,639,666.00	\$257,591.53	\$121,456.74
Date Awarded:				08/01/20	Tot. Awarded:		\$1,639,666.00	Contract#:		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

GCP Rec'd
09/04/20

GCP
Approved
09/04/20

VW

**GRANT CONTRACT LIHEAP SUPPLEMENTAL BENEFIT FUNDS 20-10
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HOUSING DEVELOPMENT AGENCY
AND
METROPOLITAN ACTION COMMISSION**

This Grant Contract, by and between the State of Tennessee, Tennessee Housing Development Agency, hereinafter referred to as the "State" and **Metropolitan Action Commission** hereinafter referred to as the "Grantee," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES."

The Grantee is a Non-Profit Corporation.

Grantee Place of Incorporation or Organization: Tennessee

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall administer the Low Income Home Energy Assistance Program (LIHEAP) program and fiscal responsibilities, targeted toward individuals who are elderly, disabled, or veterans, and households with children under the age of six years, in accordance with all applicable federal regulations, all applicable Office of Management and Budget (OMB) circulars; and all Tennessee Housing Development Agency's program and fiscal policies including the LIHEAP Operational Manual for Regular and Crisis Assistance.
- A.3. The Grantee shall submit a LIHEAP Operational Plan to the State for approval on a date defined by the State for the contract period, utilizing a template provided by the State. Any subsequent changes to an approved Operational Plan will require approval by the State.
- A.4. The Grantee shall adhere to the LIHEAP program requirements as stated in the Low-Income Home Energy Assistance Program Operational Manual for Regular and Crisis Assistance.
- A.5. The Grantee shall use minimum and maximum Energy Assistance benefit levels as prescribed by the State.
- A.6. The Grantee shall administer a crisis component, utilizing a minimum of 10% of the funds allocated on the "Specific Assistance to Individuals" line of the Grant Budget, attached hereto. Any exception to this minimum amount will require written approval by the Community Programs Division of Tennessee Housing Development Agency (THDA).
- A.7. The Grantee shall ensure that a reasonable amount of crisis funds, based on data from prior years, shall be reserved until March 15 of each program year for the crisis component.
- A.8. The Grantee shall continuously accept and process applications for crisis assistance throughout the contract period provided funds are available. If there are not funds available in the crisis component, the application may be processed as a regular LIHEAP application in accordance with the Grantee's State approved Operational Plan.
- A.9. The Grantee shall use a State approved application for service as submitted in the agency's Operational Plan. The Grantee will also accept standard applications for LIHEAP service originating from THDA's website.
- A.10. The Grantee shall make payments for the crisis component within timeframes set forth by the State,

subject to funding availability.

- A.11. The Grantee may provide regular or crisis assistance to individuals once per program year up to the maximum benefit amount per household as defined by the State.
- A.12. The Grantee shall immediately provide any applicant an application for LIHEAP participation upon request for services, including mailing of applications to clients who cannot come into the office.
- A.13. The Grantee shall accept applications for regular LIHEAP assistance as determined by the State, and as described in their State approved Operational Plan.
- A.14. The Grantee shall evaluate and determine eligibility (approval or denial), and notify clients within thirty (30) calendar days or intake month of receipt of application.
- A.15. The Grantee shall provide regular LIHEAP assistance to eligible clients within ninety (90) calendar days or less from receipt of the client's application in accordance with the grantee's State approved Operational Plan. The Grantee's provision of services is contingent upon the availability of funding. The applicant must be notified in writing regarding benefit level and date of service.
- A.16. The Grantee shall assist applicants, as needed, with the completion of their applications.
- A.17. The Grantee shall determine eligibility for assistance based on applicable federal income guidelines, and applicable policies as defined by the State.
- A.18. The Grantee shall maintain a waiting list according to State policies and procedures of eligible clients by county, for a period determined by the State, when available contract funds are expended.
- A.19. The Grantee shall utilize and update the State approved database with all required information in a timely manner, as prescribed by the State.
- A.20. The Grantee shall submit supporting documentation to the agency's monthly invoice. Payment of the monthly invoice is contingent upon agency submission of required documentation as prescribed by the State.
- A.21. The Grantee shall issue benefit payments to energy suppliers in a timely manner, as described in the Agency's State approved Operational Plan.
- A.22. The Grantee shall not pay LIHEAP benefits directly to a client.
- A.23. The Grantee shall conduct outreach as outlined in the agency's State approved Operational Plan.
- A.24. The Grantee shall establish a formal process by which an individual or family who receives assistance from the Grantee may have such assistance terminated in the event that violation of program requirements occur as defined in the agency's State approved Operational Plan.
- A.25. The Grantee shall employ a procedure for client appeals based on those described in the LIHEAP federal application and must list those procedures in the Agency's State approved Operational Plan. Furthermore, the Grantee shall ensure that the appeal procedure is explained to all potential clients.
- A.26. The State, at its discretion, may visit the Grantee at any time to review records or programs.
- A.27. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on August 1, 2020 ("Effective Date") and extend for a period of (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed **ONE MILLION SIX HUNDRED THIRTY NINE THOUSAND SIX HUNDRED SIXTY SIX DOLLARS (\$1,639,666.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment Reference, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. **Compensation Firm.** The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Housing Development Agency
 Community Programs Division
 Andrew Jackson Building
 502 Deaderick St., Third Floor
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: State Agency & Division Name.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).

- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were paid or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement

under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. **Subcontracting.** The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. **Lobbying.** The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Cynthia Peraza, Community Programs Director
Tennessee Housing Development Agency
Andrew Jackson Building
502 Deaderick Street, Third Floor
Nashville, TN 37243
CPeraza@thda.org
Telephone # (615) 815-2030
FAX # (615) 564-1292

The Grantee:

Dr. Cynthia Croom, Executive Director
Metropolitan Action Commission
802 2nd Avenue North, Nashville, Tennessee, 37201
cynthia.croom@nashville.gov
Telephone (615) 862-8860
Fax (615) 862-8881

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For

grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment C to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment C shall complete Attachment D. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grant Grantee by the State or acquired by the Grant Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grant Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether is has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.3. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term,

Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.

Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Grantee shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers' compensation and employer liability insurance, the Grantee shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;
 - iv. The Grantee is in the coal mining industry with no employees;
 - v. The Grantee is a state or local government; or
 - vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Grantee shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

E.4. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

- E.6. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Metropolitan Action Commission:



 Dr. Cynthia Croom, Executive Director 9/3/2020
DATE

Tennessee Housing Development Agency :

 Cynthia Peraza, Director of Community Programs DATE

**SIGNATURE PAGE FOR
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
SUPPLEMENTAL BENEFIT FUND FY21**

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

(SEE PREVIOUS PAGE)
Cynthia Croom, Ed.D., Executive Director
Metropolitan Action Commission

Date

LaVoneia C. Steele
LaVoneia C. Steele, Ed.D., Chair
Metropolitan Action Commission

9/3/20
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

9/8/2020
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
B.C. Cobb, Director of Insurance

9/9/2020
Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Niki Eke
Metropolitan Attorney

9/9/2020
Date

FILED:

Metropolitan Clerk

Date

ATTACHMENT A**Grant Budget****LIHEAP****Supplemental Benefit Funds****SUBGRANTEE:** Metropolitan Action Commission

BUDGET COST CATEGORIES	Administrative Costs	Direct Program Support Costs	Total Program Costs
A. Personnel			
1.1 Salaries (Admin)			\$ -
1.2 Salaries (Non Admin)			\$ -
2. Fringe Benefits			\$ -
3. Professional Fees			\$ -
A. Subtotal Personnel	\$ -	\$ -	\$ -
B. Non Personnel			
1. Occupancy			\$ -
2. Insurance			\$ -
3. Telephone/Internet			\$ -
4. Utilities			\$ -
5. Equipment Rental and Maintenance			\$ -
6. Printing & Publications			\$ -
7. Supplies			\$ -
8. Postage and Shipping			\$ -
9. Advertising			\$ -
10. Data Processing			\$ -
11. Travel			\$ -
12. Audit (Admin only)			\$ -
13. Indirect Cost (Admin Only)	\$ 121,456.74		\$ 121,456.74
14. Outreach (up to 2%)			\$ -
15. Assurance 16: Energy Conservation Education (up to 2%)			\$ -
B. Subtotal Non Personnel	\$ 121,456.74	\$ -	\$ 121,456.74
C. Direct Assistance			
1. Direct Assistance to Individuals		\$ 1,518,209.26	
C. Subtotal Direct Assistance		\$ 1,518,209.26	\$ 1,518,209.26
TOTAL A, B, and C	\$ 121,456.74	\$ 1,518,209.26	\$ 1,639,666.00

Prepared By/Contact:Robert Lee Wright, CFO

(print name and title)

Approved By:Cynthia Croom, Executive Director

(print name and title)

Robert Lee Wright 9/4/2020
(signature and date)

Cynthia Croom 9/4/20
(signature and date)

Revised 8/10/2020

ATTACHMENT B**Federal Award Identification Worksheet**

Sub recipient's name (must match registered name in DUNS)	Metropolitan Action Commission
Sub recipient's DUNS number	
Federal Award Identification Number (FAIN)	2001TNLIEA
Federal award date	10/1/2019
CFDA number and name	93.568 Low-Income Home Energy Assistance
Grant contract's begin date	8/1/2020
Grant contract's end date	7/31/2021
Amount of federal funds obligated by this grant contract	\$1,639,666.00
Total amount of federal funds obligated to the sub recipient	To be determined based on county poverty levels
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$71,595,131.00
Name of federal awarding agency	US Department of Health and Human Services
Name and contact information for the federal awarding official	Lauren Christopher, Director Administration for Children and Families 370 L'enfant Promenade, S.W. Washington, DC 20447
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT C

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.**

Metropolitan Action Commission is subject to an audit for fiscal year 2020.

Metropolitan Action Commission is not subject to an audit for fiscal year 2020.

Grantee's Edison Vendor ID Number: **4**

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

ATTACHMENT D

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. *The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.*

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: **4**

Is Metropolitan Action Commission a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Metropolitan Action Commission a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-450

Mr. President –

I hereby move to amend Ordinance No. BL2020-450 as follows:

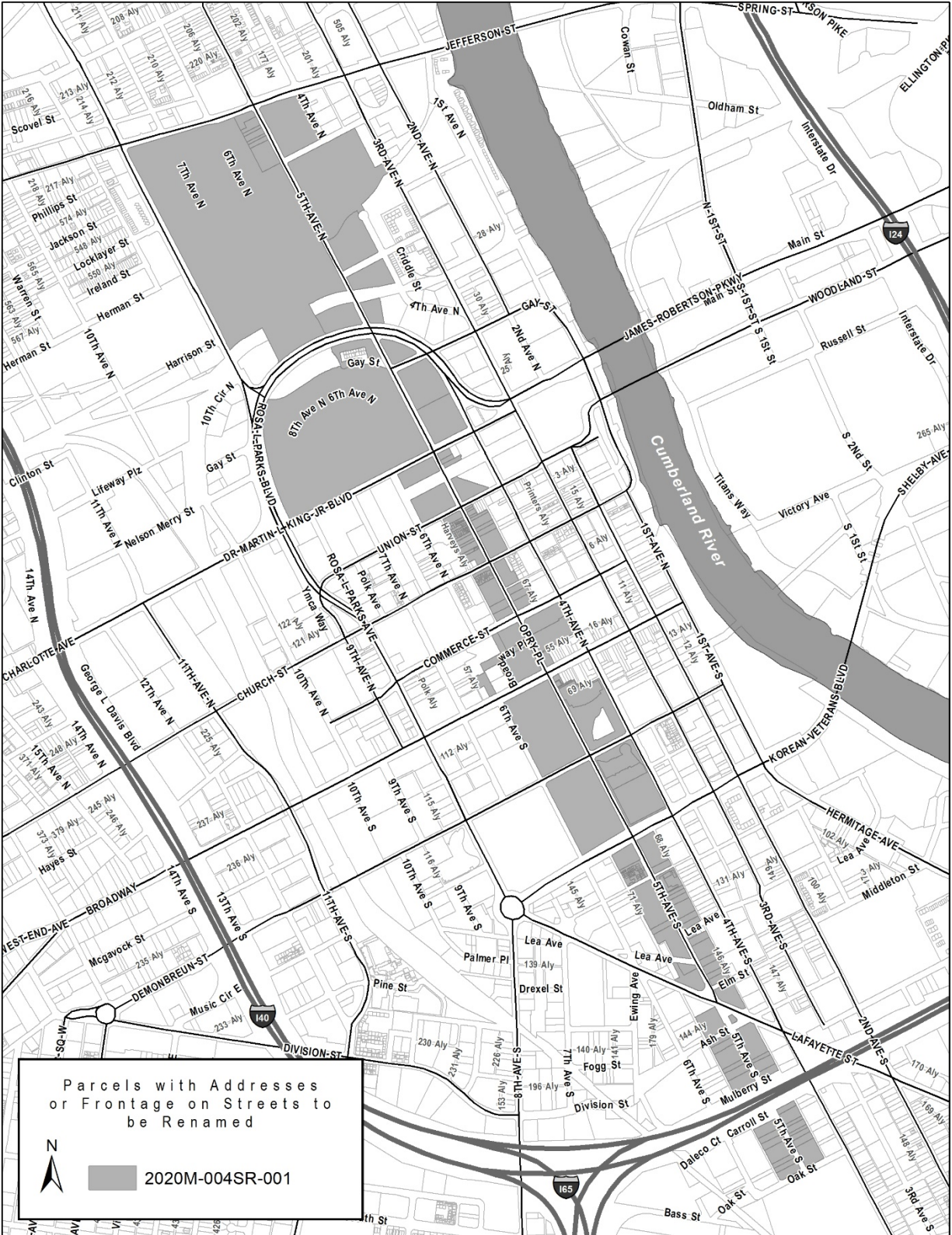
- I. By amending Section 1 by deleting the phrase:
By renaming 5th Ave. N. from Commerce St. to I-65 as "Rep. John Lewis Way N."

And substituting with the phrase:
By renaming 5th Ave. N. from Commerce St. to Jefferson St. as "Rep. John Lewis Way N."
- II. By substituting the sketch incorporated into Section 1 as Exhibit A with the attached new Exhibit A.
- III. By adding the following new Section 3:
Section 3. The Metropolitan Council hereby determines that, notwithstanding the provisions of Section 13.08.015.E.3 of the Metropolitan Code to the contrary, the section of 5th Ave. N. between Jefferson St. and I-65 should retain the street name of 5th Ave. N. given the impact upon residential properties.

SPONSORED BY:

Zulfat Suara
Member of Council

Exhibit A



AMENDMENT NO. 1
TO
SUBSTITUTE ORDINANCE NO. BL2020-224

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2020-224 as follows:

I. By amending Section 1, Proposed Section 11.22.020 as follows:

11.22.020 – Required notice for sale of property.

A. Landlords of property used for residential purposes must provide a minimum of ~~90~~ 30 days' written notice to residential tenants prior to listing the leased premises for sale. The landlord must notify tenants within five days of a binding sale agreement of the closing date and, if applicable, the anticipated date by which the tenants must vacate the premises, which shall be no less than 30 days from the date of notice of the closing date. This section shall not apply to properties that have 100 rental units or more. This section shall not apply when a written rental agreement addresses required notice to the tenant prior to the sale of the leased premises. This section will apply only to lease agreements entered into on or after January 1, 2021.

B. Pursuant to Tennessee Code Annotated § 66-28-403, a landlord has a right of access to a leased premises within the final thirty days of the termination of the rental agreement for the purpose of showing the premises to prospective tenants; provided, that such right of access is set forth in the rental agreement and notice is given to the tenant at least twenty-four hours prior to entry.

SPONSORED BY:

Brandon Taylor
Member of Council

AMENDMENT NO. 2
TO
SUBSTITUTE ORDINANCE NO. BL2020-224

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2020-224 by renumbering Section 2 as Section 3, and by adding the following new Section 2:

Section 2. The provisions of Section 11.22.020 shall take effect 365 days following the enactment of this ordinance.

SPONSORED BY:

Courtney Johnston
Member of Council

AMENDMENT NO. 3
TO
SUBSTITUTE ORDINANCE NO. BL2020-224

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2020-224 by amending Section 1 by adding the following provision at the end thereof:

This section shall not apply to properties that have 100 rental units or more. This section shall not apply when the property owner and tenant have entered into a residential lease agreement that complies with the provisions of the Tennessee Uniform Residential Landlord and Tenant Act ("URLTA"). T.C.A. § [66-28-101](#), *et seq.*

SPONSORED BY:

Courtney Johnston
Member of Council

SECOND SUBSTITUTE ORDINANCE NO. BL2020-224

An ordinance amending Chapter 11.22 of the Metropolitan Code to require landlords to provide notice to tenants prior to a sale of the property.

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

Section 1. That Chapter 11.22 of the Metropolitan Code is hereby amended to create a new Section 11.22.020 as follows:

11.22.020 – Required notice for sale of property.

Upon the sale of a residential rental property, the new owner shall provide notice to all tenants of that property that the property is under new ownership. The notice must be sent by U.S. mail or to the email address provided by the tenant within seven (7) days of the closing date of the sale. The notice shall provide the name of the person or entity that purchased the property, as well as contact information for the new owner or the owner's agent. The owner or owner's agent shall be available to consult with tenants either in person or via telephone during reasonable business hours. The owner or the owner's agent shall respond to tenants' inquiries in a timely manner with professionalism and courtesy.

~~Landlords of property used for residential purposes must provide a minimum of 90 days' written notice to residential tenants prior to listing the leased premises for sale. The landlord must notify tenants within five days of a binding sale agreement of the closing date and the anticipated date by which the tenants must vacate the premises, which shall be no less than 30 days from the date of notice of the closing date.~~

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

SPONSORED BY:

Bob Nash
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-424

Mr. President –

I hereby move to amend Ordinance No. BL2020-424 by modifying Section 1, proposed Section 15.64.105 as follows:

15.64.105 Public notice requirements.

A. No action shall be taken by the stormwater management committee on any variance requests unless, at least ~~twenty-one~~ ten days prior to consideration of the variance by the committee, the applicant for the variance provides written notice by U.S. Mail of the date, time, and place of the committee meeting to all property owners within one thousand feet of the subject property. The applicant shall be responsible for the costs associated with the preparation and mailing of such written notices.

B. In addition to the written notice required in subsection A. of this section, public notice signs shall be posted in accordance with the following provisions on any property subject to stormwater management committee consideration of a variance:

1. Public notice signs shall be installed by the applicant seeking the variance.
2. Public notice signs shall be installed on the property that is the subject of the variance no less than ~~twenty-one~~ ten days prior to the meeting at which the stormwater management committee is to consider the variance.
3. One sign shall be posted along each three hundred feet of public street frontage. Whenever practical, signs shall be located within ten feet of a public street right-of-way and positioned in a manner to best inform the motoring public without creating a safety hazard.
4. All public notice signs shall be of adequate size and design to be clearly visible and legible to the motoring public. At a minimum, a public notice sign shall specify the time, date, and location of the scheduled public stormwater management committee meeting, the general nature of the variance request, and a phone number for additional information.

SPONSORED BY:

Kathleen Murphy
Member of Council

SUBSTITUTE ORDINANCE NO. BL2020-368

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from CS to ~~MUL-A~~ SP zoning for property located at 6228 Nolensville Pike, approximately 580 feet southeast of Bienville Drive and located with a Corridor Design Overlay District (6.55 acres), all of which is described herein (Proposal No. 2020Z-062PR-001).

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

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from CS to ~~MUL-A~~ SP zoning for property located at 6228 Nolensville Pike, approximately 580 feet southeast of Bienville Drive and located with a Corridor Design Overlay District (6.55 acres), being Property Parcel No. 065 as designated on Map 173-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the uses of this SP shall be limited to the following:

Permitted:

Residential Uses: Single-family, Two-family, Multi-family, Elderly housing

Educational Uses: Personal instruction

Office Uses: General office, Leasing/sales office

Medical Uses: Hospice, Medical appliance sales, Medical office, Nursing home, Outpatient clinic and Rehabilitation services (excluding treatment facilities for severe psychiatric conditions and substance abuse issues)

Commercial Uses: Business service

Communication Uses: Audio/video tape transfer, Multi-media production, Printing and publishing

Utility Uses: Safety services

Recreation and Entertainment Uses: Greenway, Park

Other Uses: Pond/lake

Permitted Conditionally:

Educational Uses: Vocational School

Medical Uses: Veterinarian (with no external runs)

Commercial Uses: ATM (interior only; exterior ATM's not permitted)

Communication Uses: Communications hut

Industrial Uses: Artisan Manufacturing

Special Exception:

Recreation and Entertainment Uses: Temporary festival (weekend use only)

Section 3. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. This property shall not be eligible for short-term rental property (STRP) permits. Short Term Rental Property (STRP) – Owner Occupied and Short Term Rental Property (STRP) – Non-Owner Occupied uses shall be prohibited.
2. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.

3. Roofing styles shall be limited to hip and gable style roofing.
4. A minimum of 2 total acres of open space shall be provided on the property including open space at the frontage area along Nolensville Road, landscape buffer yards at the rear and side yards, and a naturalized buffer between the rear property line and the crest of the hill at the high point of the property. Between the rear property line and the proposed development there will be a minimum of 1.75 acres of open space, which will include the rear landscape buffer yard, side landscape buffer yards, and naturalized buffer area.
5. A type C landscape buffer as described in Figure 17.24.240C of the Metropolitan Code shall be required along the side property lines of the subject property. A modified type C landscape buffer shall be installed along the rear property line featuring a type C1 buffer width of 30 feet with a type C3 landscape buffer density at 6 canopy trees, 3 understory trees, and 24 shrubs per 100 linear feet.
6. Native trees listed with the Metro Urban Forester in excess of 6" caliper shall be protected unless they are within the footprint of the building envelope, parking areas, streets or alleyways, and areas graded to accommodate these site features. The grading plan shall minimize disturbance of native vegetation to the greatest reasonable extent. All landscaping shall be native or adapted to the area and not identified as an invasive species by the Tennessee Invasive Plant Council.
7. The grading plan shall utilize existing site grades to the greatest reasonable extent.
8. Pole mounted and electronic signs shall be prohibited. Ground signs shall be of a monument type with a height of five (5) feet or shorter. Wall signs shall not take up more than 10% of the first-floor area of the wall face.
9. Private access drives shall be internal to the site and incorporate traffic calming measures as approved by Metro Public Works and the Metro Fire Marshal's Office.
10. Overnight tractor trailer and commercial construction vehicle parking shall be prohibited.
11. No detention areas shall be used in the Stormwater Management in support of this development.

Section 4. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 5. Be it further enacted, 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 increases the permitted density or floor area, adds uses not otherwise permitted, eliminates specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or adds vehicular access points not currently present or approved.

Section 6. Be it further enacted, 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 MUL-A zoning district and the adopted Corridor Design Overlay District as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 7. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

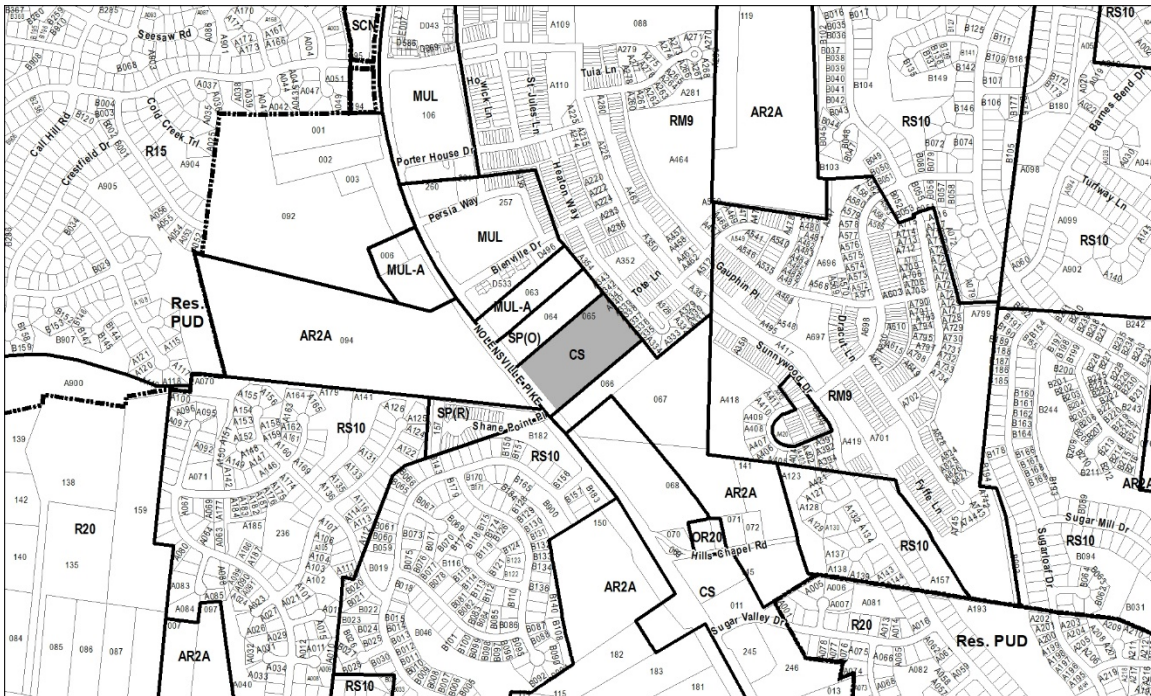
Section 3 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember John Rutherford

2020Z-062PR-001
Map 173, Parcel(s) 065
Subarea 12, Southeast
District 31 (Rutherford)
Application fee paid by: Ramston Development Company

A request to rezone from CS to MUL-A SP zoning for property located at 6228 Nolensville Pike, approximately 580 feet southeast of Bienville Drive and located with a Corridor Design Overlay District (6.55 acres), requested by Dale and Associates, applicant; Rebecca Bowling and Linda Gale Shores, owners.



AMENDMENT NO. _____
TO
ORDINANCE NO. BL2020-369

Mr. President –

I move to amend Ordinance No. BL2020-369 as follows:

I. By substituting the current SP plans associated with this bill for those contained in Exhibit A.

INTRODUCED BY:

Colby Sledge
Member of Council

SUBSTITUTE ORDINANCE NO. BL2020-396

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R10 to RS10 zoning for various properties located along Cabot Drive, Beacon Lane, Upton Lane, South Upton Court, and North Upton Court (~~49.24~~ 46.63 acres), all of which is described herein (Proposal No. 2020Z-092PR-001).

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

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from R10 to RS10 zoning for various properties located along Cabot Drive, Beacon Lane, Upton Lane, South Upton Court, and North Upton Court (~~49.24~~ 46.63 acres), being various Property Parcels Nos.as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 102 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

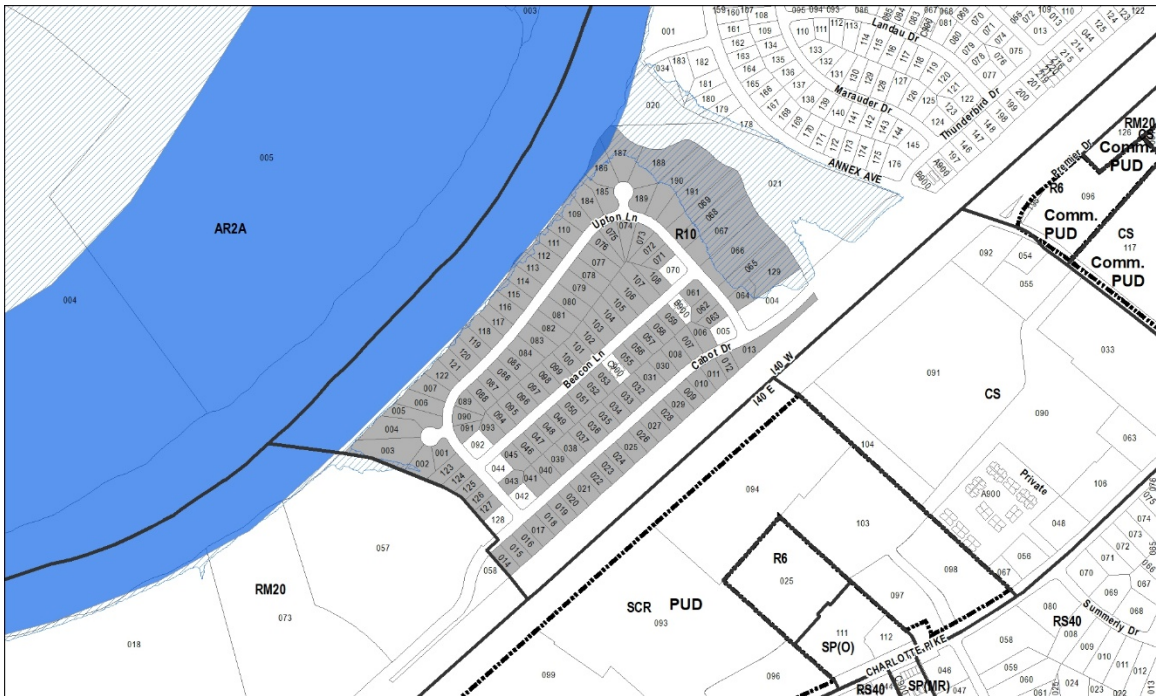
Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember Mary Carolyn Roberts

2020Z-092PR-001
Map 102-03, Parcel(s) 184-191
Map 102-06, Parcel(s) 001-007
Map 102-07, Parcel(s) ~~004-043~~ 006-041, 043, 045-059 045-053, 055-059, 061-129-061-069, 071-091, 093-109, 110-127, 129
Subarea 06, Bellevue
District 20 (Roberts)
Application fee paid by: Fee waived by Council

A request to rezone from R10 to RS10 zoning for various properties located along Cabot Drive, Beacon Lane, Upton Lane, South Upton Court, and North Upton Court (49.24 46.63 acres), requested by Councilmember Mary Carolyn Roberts, applicant; various owners.



STANPAR	DEEDEDACREAGE	Owner	PropAddr	PropHouse	PropStreet	PropSuite	PropCity	PropState	PropZip	OwnAddr1	OwnAddr2	OwnAddr3	OwnCity	OwnState	OwnCountry	OwnZip
10207012100	0.28	CARSON, JEFFREY D. & CARA C.	6650 UPTON LN	6650	UPTON LN	<Null>	NASHVILLE TN		37209	6650 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207012200	0.3	WARRICK, ROGER E. & LYNN M.	6652 UPTON LN	6652	UPTON LN	<Null>	NASHVILLE TN		37209	6652 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10206000700	0.34	MADDEN, CHARLES E. JR. & WANDA SUE	6656 UPTON LN	6656	UPTON LN	<Null>	NASHVILLE TN		37209	6656 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10206000400	0.6	SHENG, LIHUA & WANG, YILUN	6668 S UPTON CT	6668	S UPTON CT	<Null>	NASHVILLE TN		37209	6668 S UPTON CT	<Null>	<Null>	NASHVILLE TN	US		37209
10207002300	0.38	KNIGHT, CARL E. SR. ET UX	6617 CABOT DR	6617	CABOT DR	<Null>	NASHVILLE TN		37209	6617 CABOT DR	<Null>	<Null>	NASHVILLE TN	US		37209
10207006400	0.33	BESSIRE, JOAN	6504 UPTON LN	6504	UPTON LN	<Null>	NASHVILLE TN		37209	6504 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207012000	0.3	MILUKOFF, ANDREW	6644 UPTON LN	6644	UPTON LN	<Null>	NASHVILLE TN		37209	2259 BEN LOMOND DR	<Null>	<Null>	LOS ANGE CA	US		90027
10207001100	0.28	MYERS, CAROL FAYE	6581 CABOT DR	6581	CABOT DR	<Null>	NASHVILLE TN		37209	6581 CABOT DR	<Null>	<Null>	NASHVILLE TN	US		37209
10207000600	0.28	NGUYEN, TAI VAN & LAN THI	6578 CABOT DR	6578	CABOT DR	<Null>	NASHVILLE TN		37209	400 EAGLE RDG	<Null>	<Null>	NASHVILLE TN	US		37209
10207001200	0.22	LILICRAP, LIONEL R. & SHARON H.	6579 CABOT DR	6579	CABOT DR	<Null>	NASHVILLE TN		37209	209 LUCAS LN	<Null>	<Null>	BRENTWO TN	US		37027
10207011200	0.34	DARNELL, DORIS W.	6612 UPTON LN	6612	UPTON LN	<Null>	NASHVILLE TN		37209	6612 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10203018400	0.39	MALONE, WILLIAM R. & REBECCA Y.	6556 UPTON LN	6556	UPTON LN	<Null>	NASHVILLE TN		37209	6556 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207011900	0.3	HARRIS, CHAD B.	6640 UPTON LN	6640	UPTON LN	<Null>	NASHVILLE TN		37209	6640 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207010900	0.38	WALLACE, ELIZABETH H.	6600 UPTON LN	6600	UPTON LN	<Null>	NASHVILLE TN		37209	110 WESTHAMPTON PL	<Null>	<Null>	NASHVILLE TN	US		37205
10207005900	0.28	DAVIDSON, ROBERT L. ETUX	6609 BEACON LN	6609	BEACON LN	<Null>	NASHVILLE TN		37209	6609 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207000800	0.34	HAMILTON, LOLITA A.	6582 CABOT DR	6582	CABOT DR	<Null>	NASHVILLE TN		37209	4548 SCENIC VIEW DR	<Null>	<Null>	PEGRAM TN	US		37143
10207006800	0.73	HAM, MURLEEN	6520 UPTON LN	6520	UPTON LN	<Null>	NASHVILLE TN		37209	6520 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207004300	0.23	HA LI, MAI TU THI & NGUYEN, HOA THANH	6705 UPTON LN	6705	UPTON LN	<Null>	NASHVILLE TN		37209	724 BRIKSBERRY CT	<Null>	<Null>	NASHVILLE TN	US		37221
10207002900	0.28	HRMZ, ADEEB D MATLOOB	6589 CABOT DR	6589	CABOT DR	<Null>	NASHVILLE TN		37209	6589 CABOT DR	<Null>	<Null>	NASHVILLE TN	US		37209
10207006600	1.21	MANGRUM, THOMAS F. & BETTY J., TRUSTEES	6512 UPTON LN	6512	UPTON LN	<Null>	NASHVILLE TN		37209	6512 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207009300	0.25	HALEY, STEVEN R. & JILL A.	6664 BEACON LN	6664	BEACON LN	<Null>	NASHVILLE TN		37209	505 SPINNAKER CT	<Null>	<Null>	SMYRNA TN	US		37167
10207007100	0.25	PORTER, EDDIE LEE III	6521 UPTON LN	6521	UPTON LN	<Null>	NASHVILLE TN		37209	6521 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207004500	0.28	NGUYEN, THIEN & LE, PHOUNG T	6665 BEACON LN	6665	BEACON LN	<Null>	NASHVILLE TN		37209	6665 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207009500	0.28	WEST, LAWRENCE & RHONDA	6656 BEACON LN	6656	BEACON LN	<Null>	NASHVILLE TN		37209	6512 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207002500	0.28	WHALEN, ROBERT T. ET UX	6609 CABOT DR	6609	CABOT DR	<Null>	NASHVILLE TN		37209	6609 CABOT DR	<Null>	<Null>	NASHVILLE TN	US		37209
10207003200	0.28	NGUYEN, THUONG BA & NGA THI & TRAN, THAO	6594 CABOT DR	6594	CABOT DR	<Null>	NASHVILLE TN		37209	6594 CABOT DR	<Null>	<Null>	NASHVILLE TN	US		37209
10207006100	0.28	WORKHAM, BEN F., IV & GASH, TODD E.	6601 BEACON LN	6601	BEACON LN	<Null>	NASHVILLE TN		37209	6513 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10203019100	0.98	HO, HENRY HUNG HEI	6528 UPTON LN	6528	UPTON LN	<Null>	NASHVILLE TN		37209	3528 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207010100	0.28	TRAN, PHUNG KIM & HUAN VAN	6632 BEACON LN	6632	BEACON LN	<Null>	NASHVILLE TN		37209	6632 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207007600	0.28	E CUBED, LLC	6601 UPTON LN	6601	UPTON LN	<Null>	NASHVILLE TN		37209	P O BOX 90883 C/O ELIZABETH BURNETT	<Null>	<Null>	NASHVILLE TN	US		37209
10207003300	0.25	LUPLOW, ROYCE S. & NIXON, NATALIE S.	6600 CABOT DR	6600	CABOT DR	<Null>	NASHVILLE TN		37209	5747 KNOB RD	<Null>	<Null>	NASHVILLE TN	US		37209
10207003900	0.3	E CUBED, LLC	6624 CABOT DR	6624	CABOT DR	<Null>	NASHVILLE TN		37209	P O BOX 90883 C/O ELIZABETH BURNETT	<Null>	<Null>	NASHVILLE TN	US		37209
10207003700	0.28	YUCHNITZ, BRIAN C.	6616 CABOT DR	6616	CABOT DR	<Null>	NASHVILLE TN		37209	6616 CABOT DR	<Null>	<Null>	NASHVILLE TN	US		37209
10207001500	0.28	CARNEY, YVONNE F.	6649 CABOT DR	6649	CABOT DR	<Null>	NASHVILLE TN		37209	6649 CABOT DR	<Null>	<Null>	NASHVILLE TN	US		37209
10207001600	0.28	EWING, JOHN W. & KAREN G.	6645 CABOT DR	6645	CABOT DR	<Null>	NASHVILLE TN		37209	6724 FLEETWOOD DR	<Null>	<Null>	NASHVILLE TN	US		37205
10207008000	0.39	GARRETT, JACQUELYN B.	6617 UPTON LN	6617	UPTON LN	<Null>	NASHVILLE TN		37209	6617 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207010700	0.42	SPEARS, HUBERT YOUNG III & JENNIFER LEACH	6608 BEACON LN	6608	BEACON LN	<Null>	NASHVILLE TN		37209	6608 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207004000	0.27	BAITINGER, JEFFREY & MERIGOLD, JOANNE	6628 CABOT DR	6628	CABOT DR	<Null>	NASHVILLE TN		37209	6628 CABOT DR	<Null>	<Null>	NASHVILLE TN	US		37209
10207008100	0.39	CANNADY, CAROLYN JAYNES & JOHNSON, EDWARD E & SUSAN	6621 UPTON LN	6621	UPTON LN	<Null>	NASHVILLE TN		37209	6621 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207005500	0.24	WHITE, ANDREW F. & DAVID T.	6625 BEACON LN	6625	BEACON LN	<Null>	NASHVILLE TN		37209	6625 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207005600	0.25	NGUYEN, CHONG & HONG HANH & LE, LIEM T.	6621 BEACON LN	6621	BEACON LN	<Null>	NASHVILLE TN		37209	6621 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207009400	0.28	CRAIG, JAMES E. ETUX	6660 BEACON LN	6660	BEACON LN	<Null>	NASHVILLE TN		37209	6660 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207010500	0.36	NICKS, RICHARD H. ETUX	6616 BEACON LN	6616	BEACON LN	<Null>	NASHVILLE TN		37209	6616 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207011500	0.34	WOOD, CLAY BASS & SIDWELL, CHRISTINE ADELL	6624 UPTON LN	6624	UPTON LN	<Null>	NASHVILLE TN		37209	6624 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207004100	0.28	TIDWELL, TRAVIS D.	6632 CABOT DR	6632	CABOT DR	<Null>	NASHVILLE TN		37209	6632 CABOT DR	<Null>	<Null>	NASHVILLE TN	US		37209
10207005000	0.25	VO, TOAN N.	6645 BEACON LN	6645	BEACON LN	<Null>	NASHVILLE TN		37209	6645 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207003500	0.25	TRAN, TIEN TAY ET UX	6608 CABOT DR	6608	CABOT DR	<Null>	NASHVILLE TN		37209	6608 CABOT DR	<Null>	<Null>	NASHVILLE TN	US		37209
10207004600	0.28	NGUYEN, THUY KIM	6661 BEACON LN	6661	BEACON LN	<Null>	NASHVILLE TN		37209	6661 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207010200	0.3	RABY, SARAH & BRADLEY	6628 BEACON LN	6628	BEACON LN	<Null>	NASHVILLE TN		37209	6628 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207010300	0.3	NGUYEN, MARTHA	6624 BEACON LN	6624	BEACON LN	<Null>	NASHVILLE TN		37209	6624 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207004700	0.28	PROCTOR, TOMMIE COWAN & EDWINA LEE	6657 BEACON LN	6657	BEACON LN	<Null>	NASHVILLE TN		37209	6557 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207005200	0.25	MCLEOD, JAMES O.	6637 BEACON LN	6637	BEACON LN	<Null>	NASHVILLE TN		37209	6637 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207005100	0.28	WILCO HOMES, LLC	6641 BEACON LN	6641	BEACON LN	<Null>	NASHVILLE TN		37209	219 ROBIN HILL RD	<Null>	<Null>	NASHVILLE TN	US		37205
10207004800	0.25	GASKILL, HUBERT G. ETUX	6653 BEACON LN	6653	BEACON LN	<Null>	NASHVILLE TN		37209	6653 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10203018900	0.3	SMITH, KEVIN A.	6536 UPTON LN	6536	UPTON LN	<Null>	NASHVILLE TN		37209	6536 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207004900	0.25	PHILLIPS, LUCINDA G.	6649 BEACON LN	6649	BEACON LN	<Null>	NASHVILLE TN		37209	6649 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207007300	0.25	SHAMPAIN, JENNIFER J.	6531 UPTON LN	6531	UPTON LN	<Null>	NASHVILLE TN		37209	6531 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207009100	0.21	NGUYEN, TOI H. ET UX	6681 UPTON LN	6681	UPTON LN	<Null>	NASHVILLE TN		37209	6681 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10203018600	0.53	GROOMS, SUSAN DIANNE	6548 N UPTON CT	6548	N UPTON CT	<Null>	NASHVILLE TN		37209	6548 N UPTON CT	<Null>	<Null>	NASHVILLE TN	US		37209
10207010000	0.28	COLEMAN, REBECCA L.	6636 BEACON LN	6636	BEACON LN	<Null>	NASHVILLE TN		37209	6636 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207009600	0.28	ELLIOT, MARY M.	6652 BEACON LN	6652	BEACON LN	<Null>	NASHVILLE TN		37209	6652 BEACON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207008800	0.27	YOUNG, WILLIAM H. & DEBORAH E.	6649 UPTON LN	6649	UPTON LN	<Null>	NASHVILLE TN		37209	6649 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209
10207003000	0.3	PERRY, PHILLIP DALE & PAMELA J.	6586 CABOT DR	6586	CABOT DR	<Null>	NASHVILLE TN		37209	6586 CABOT DR	<Null>	<Null>	NASHVILLE TN	US		37209
10207006900	0.74	BURNETT, ANTHONY STEVE & PAMELA GALE	6524 UPTON LN	6524	UPTON LN	<Null>	NASHVILLE TN		37209	6524 UPTON LN	<Null>	<Null>	NASHVILLE TN	US		37209

10207002200	0.28	NGUYEN, AMY N. & TRAN, HUNG ANH	6621 CABOT DR	6621	CABOT DR	<Null>	NASHVILLE TN	37209	6621 CABOT DR	<Null>	<Null>	NASHVILLE TN	US	37209
10207006500	0.72	TOMLINSON, NELSON G.	6508 UPTON LN	6508	UPTON LN	<Null>	NASHVILLE TN	37209	6636 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207002600	0.28	PORT, STEPHEN	6605 CABOT DR	6605	CABOT DR	<Null>	NASHVILLE TN	37209	8008 EAST CHASE CT	<Null>	<Null>	NASHVILLE TN	US	37221
10207006200	0.28	WALKER, JOYCE & HALL, MICHAEL	6509 UPTON LN	6509	UPTON LN	<Null>	NASHVILLE TN	37209	6509 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207007200	0.3	SPENCE, KENNETH S. ET UX	6525 UPTON LN	6525	UPTON LN	<Null>	NASHVILLE TN	37209	6525 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10203018500	0.37	WALKER, JEFFREY S. & GINA M.	6552 N UPTON CT	6552	N UPTON CT	<Null>	NASHVILLE TN	37209	6552 N UPTON CT	<Null>	<Null>	NASHVILLE TN	US	37209
10207007900	0.39	RICHARDS, RITA ANN	6613 UPTON LN	6613	UPTON LN	<Null>	NASHVILLE TN	37209	6613 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207008600	0.28	EDENS, TAMMY ANDREA	6641 UPTON LN	6641	UPTON LN	<Null>	NASHVILLE TN	37209	6641 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10206000600	0.44	WILLIAMS, JERRY K. & CAROL	6660 UPTON LN	6660	UPTON LN	<Null>	NASHVILLE TN	37209	6660 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207008900	0.23	BROCK, SUZANNE B. & CHARLES R.	6655 UPTON LN	6655	UPTON LN	<Null>	NASHVILLE TN	37209	801 BRESSLYN RD	<Null>	<Null>	NASHVILLE TN	US	37205
10206000500	0.41	HESTER, SHERIDAN THOMAS	6664 UPTON LN	6664	UPTON LN	<Null>	NASHVILLE TN	37209	6664 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10206000200	0.37	HALL, NORRIS RONALD ETUX	6676 S UPTON CT	6676	S UPTON CT	<Null>	NASHVILLE TN	37209	6676 S UPTON CT	<Null>	<Null>	NASHVILLE TN	US	37209
10207012700	0.23	DOMBROSKY, LAYNE E.	6708 UPTON LN	6708	UPTON LN	<Null>	NASHVILLE TN	37209	6708 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207000700	0.32	HODGENS, RICHARD R.	6580 CABOT DR	6580	CABOT DR	<Null>	NASHVILLE TN	37209	6580 CABOT DR	<Null>	<Null>	NASHVILLE TN	US	37209
10207012600	0.23	BLEDSE, HUNTER	6704 UPTON LN	6704	UPTON LN	<Null>	NASHVILLE TN	37209	6704 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207008700	0.27	MCDOW, ROBERT S., III	6645 UPTON LN	6645	UPTON LN	<Null>	NASHVILLE TN	37209	6645 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207002800	0.28	NGUYEN, LEE & LYNDA	6593 CABOT DR	6593	CABOT DR	<Null>	NASHVILLE TN	37209	901 BUCKSKIN CT	<Null>	<Null>	NASHVILLE TN	US	37221
10207000900	0.27	DANH, DUYN THI & DO, ANH THU PHUONG	6585 CABOT DR	6585	CABOT DR	<Null>	NASHVILLE TN	37209	6585 CABOT DR	<Null>	<Null>	NASHVILLE TN	US	37209
10207005800	0.25	NELMS, CARL, ET UX	6613 BEACON LN	6613	BEACON LN	<Null>	NASHVILLE TN	37209	6613 BEACON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207007700	0.39	WELTY, CHRISTOPHER A. & JENNIFER L.	6605 UPTON LN	6605	UPTON LN	<Null>	NASHVILLE TN	37209	6605 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207012500	0.22	FG CAPITAL, LLC	6700 UPTON LN	6700	UPTON LN	<Null>	NASHVILLE TN	37209	714 DARDEN PL	<Null>	<Null>	NASHVILLE TN	US	37205
10207003400	0.28	GREEN, MARY A.	6604 CABOT DR	6604	CABOT DR	<Null>	NASHVILLE TN	37209	P O BOX 92044	<Null>	<Null>	NASHVILLE TN	US	37209
10207006700	1.13	GREEN, VICTORIA LYNN	6516 UPTON LN	6516	UPTON LN	<Null>	NASHVILLE TN	37209	6516 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207005300	0.28	BUI, DUNG H. & TU T. HUYNH	6633 BEACON LN	6633	BEACON LN	<Null>	NASHVILLE TN	37209	6633 BEACON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207009800	0.28	NGUYEN, TU V. & BICH T.	6644 BEACON LN	6644	BEACON LN	<Null>	NASHVILLE TN	37209	6644 BEACON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207007400	0.25	HOOPER, SHIRLEY LOGSDON, TRUSTEE	6543 UPTON LN	6543	UPTON LN	<Null>	NASHVILLE TN	37209	6543 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207008300	0.35	SALDANA, JUAN F.	6629 UPTON LN	6629	UPTON LN	<Null>	NASHVILLE TN	37209	6629 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10206000100	0.25	JOHNSON, MARTIN H.	6680 UPTON LN	6680	UPTON LN	<Null>	NASHVILLE TN	37209	6680 S UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207011600	0.34	ROLLINS, SANDRA L.	6628 UPTON LN	6628	UPTON LN	<Null>	NASHVILLE TN	37209	6628 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10203018800	1.04	BASANT, MITRA & MELISSA	6540 N UPTON CT	6540	N UPTON CT	<Null>	NASHVILLE TN	37209	6540 N UPTON CT	<Null>	<Null>	NASHVILLE TN	US	37209
10207011000	0.36	STINSON, JAY B. & ANGELA M.	6604 UPTON LN	6604	UPTON LN	<Null>	NASHVILLE TN	37209	6604 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10206000300	0.93	PATTERSON, DALE R.	6672 S UPTON CT	6672	S UPTON CT	<Null>	NASHVILLE TN	37209	6672 S UPTON CT	<Null>	<Null>	NASHVILLE TN	US	37209
10207009000	0.23	BASIE, JENNIFER	6661 UPTON LN	6661	UPTON LN	<Null>	NASHVILLE TN	37209	6661 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207001800	0.28	PORT, STEPHEN	6637 CABOT DR	6637	CABOT DR	<Null>	NASHVILLE TN	37209	8008 E CHASE CT	<Null>	<Null>	NASHVILLE TN	US	37221
10207002000	0.28	SACHAN, DILEEP	6629 CABOT DR	6629	CABOT DR	<Null>	NASHVILLE TN	37209	P O BOX 128402	<Null>	<Null>	NASHVILLE TN	US	37212
10207003600	0.28	PENUEL, PAMELA & SMITH, JOHNATHAN	6612 CABOT DR	6612	CABOT DR	<Null>	NASHVILLE TN	37209	6612 CABOT DR	<Null>	<Null>	NASHVILLE TN	US	37209
10207010800	0.34	WALKER, THOMAS E. ETUX	6604 BEACON LN	6604	BEACON LN	<Null>	NASHVILLE TN	37209	6604 BEACON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207011400	0.35	MAHMOUD, ALI HAMEED ET UX	6620 UPTON LN	6620	UPTON LN	<Null>	NASHVILLE TN	37209	6620 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207007800	0.34	WHITE, VERLYN E. ETUX	6609 UPTON LN	6609	UPTON LN	<Null>	NASHVILLE TN	37209	6609 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207001700	0.28	FRANKLIN, SHANNON, TRUSTEE	6641 CABOT DR	6641	CABOT DR	<Null>	NASHVILLE TN	37209	6641 CABOT DR	<Null>	<Null>	NASHVILLE TN	US	37209
10207001000	0.32	KHAMPKASY, HOSANA ET UX	6583 CABOT DR	6583	CABOT DR	<Null>	NASHVILLE TN	37209	6583 CABOT DR	<Null>	<Null>	NASHVILLE TN	US	37209
10207001400	0.28	NOONAN, DANIEL R.	6653 CABOT DR	6653	CABOT DR	<Null>	NASHVILLE TN	37209	6653 CABOT DR	<Null>	<Null>	NASHVILLE TN	US	37209
10207003800	0.3	YUCHNITZ, MARIE M. & SHOCKLEY, SUSAN	6620 CABOT DR	6620	CABOT DR	<Null>	NASHVILLE TN	37209	6620 CABOT DR	<Null>	<Null>	NASHVILLE TN	US	37209
10207012300	0.28	PRIVETTE, GARY W.	6684 UPTON LN	6684	UPTON LN	<Null>	NASHVILLE TN	37209	6684 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207011300	0.35	STEPHENS, JACKY W. ETUX	6616 UPTON LN	6616	UPTON LN	<Null>	NASHVILLE TN	37209	6616 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207012400	0.28	HAMILTON, RICHIE L. & EUTOLA C. ET AL	6688 UPTON LN	6688	UPTON LN	<Null>	NASHVILLE TN	37209	6688 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10203018700	0.28	MCCASLIN, CONNIE W. ET VIR	6544 N UPTON CT	6544	N UPTON CT	<Null>	NASHVILLE TN	37209	6544 N UPTON CT	<Null>	<Null>	NASHVILLE TN	US	37209
10207009700	0.78	GRAGG, LINDA K.	6648 BEACON LN	6648	BEACON LN	<Null>	NASHVILLE TN	37209	6648 BEACON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207002400	0.28	PATTON, KENNETH D. & MELODY C.	6613 CABOT DR	6613	CABOT DR	<Null>	NASHVILLE TN	37209	6613 CABOT DR	<Null>	<Null>	NASHVILLE TN	US	37209
10207008200	0.37	SAFFORE, LINDA BROWN	6625 UPTON LN	6625	UPTON LN	<Null>	NASHVILLE TN	37209	6625 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207011800	0.34	TOMLINSON, NELSON GAYLE	6636 UPTON LN	6636	UPTON LN	<Null>	NASHVILLE TN	37209	6636 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207001300	0.72	HOLDER, ANN MARGARET HUGES & CHRISTOPHER	6575 CABOT DR	6575	CABOT DR	<Null>	NASHVILLE TN	37209	2466 UNION RD	<Null>	<Null>	WHITE HO TN	US	37188
10207009900	0.28	GARLAND, STANLEY E. ETUX	6640 BEACON LN	6640	BEACON LN	<Null>	NASHVILLE TN	37209	6640 BEACON LN	<Null>	<Null>	NASHVILLE TN	US	37205
10207001900	0.28	OWEN, BONNIE JEAN	6633 CABOT DR	6633	CABOT DR	<Null>	NASHVILLE TN	37209	6633 CABOT DR	<Null>	<Null>	NASHVILLE TN	US	37209
10207003100	0.3	STEPHENS, F. LARRY & ANGELA K.	6590 CABOT DR	6590	CABOT DR	<Null>	NASHVILLE TN	37209	1017 DAVIDSON RD	<Null>	<Null>	NASHVILLE TN	US	37205
10207002100	0.28	COOK, LARRY D. ETUX	6625 CABOT DR	6625	CABOT DR	<Null>	NASHVILLE TN	37209	6625 CABOT DR	<Null>	<Null>	NASHVILLE TN	US	37209
10207006300	0.23	BUCKMAN, ROBERT DAVID SR.	6505 UPTON LN	6505	UPTON LN	<Null>	NASHVILLE TN	37209	6505 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207008500	0.34	DEMARDES, WILLIAM STEPHEN	6637 UPTON LN	6637	UPTON LN	<Null>	NASHVILLE TN	37209	6637 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207008400	0.34	HUYNH, KHANHD. & DANG, GAI THI	6633 UPTON LN	6633	UPTON LN	<Null>	NASHVILLE TN	37209	6633 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207010600	0.35	HUYNH, MYLINH T.	6612 BEACON LN	6612	BEACON LN	<Null>	NASHVILLE TN	37209	6612 BEACON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207005700	0.28	HAYNES, ROBERT L. JR., & LUNA, PATTY GAIL	6617 BEACON LN	6617	BEACON LN	<Null>	NASHVILLE TN	37209	6617 BEACON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207011700	0.32	NEUHOFF, SIDNEY W. & SARAH E.	6632 UPTON LN	6632	UPTON LN	<Null>	NASHVILLE TN	37209	6632 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207011100	0.32	WANG, YILUN & SHENG, LIHUA	6608 UPTON LN	6608	UPTON LN	<Null>	NASHVILLE TN	37209	6668 S UPTON CT	<Null>	<Null>	NASHVILLE TN	US	37209
10203019000	0.9	BANNON, STEFANN LYNN	6532 UPTON LN	6532	UPTON LN	<Null>	NASHVILLE TN	37209	6532 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207010400	0.32	FAULKNER, BILLY H. ETUX	6620 BEACON LN	6620	BEACON LN	<Null>	NASHVILLE TN	37209	6620 BEACON LN	<Null>	<Null>	NASHVILLE TN	US	37209

10207002700 0.28	NGUYEN, HUNG NGOC & LIEM THI LE	6601 CABOT DR	6601	CABOT DR	<Null>	NASHVILLE TN	37209	6601 CABOT DR	<Null>	<Null>	NASHVILLE TN	US	37209
10207007500 0.25	HAMILTON, GREGORY M.	6555 UPTON LN	6555	UPTON LN	<Null>	NASHVILLE TN	37209	6555 UPTON LN	<Null>	<Null>	NASHVILLE TN	US	37209
10207012900 0.71	BESSIRE, MICHAEL II & JOAN	0 UPTON LN	0	UPTON LN		NASHVILLE TN	37209	6504 UPTON LN			NASHVILLE TN	US	37209

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-402

Mr. President –

I hereby move to amend Ordinance No. BL2020-402 by deleting Section 5 in its entirety and renumbering the current Section 6 as Section 5:

~~Section 5. That Section 2.196.100 is hereby deleted and replaced with the following:~~

~~2.196.100 — Cooling-Off Period.~~

~~A. A department head or employee of the mayor's office shall not be registered as a lobbyist within 6 months of voluntary cessation of their official responsibilities in matters which were directly within their former official responsibilities or employment with Metro Government. For this section, "Official Responsibility" means direct administrative or operating authority, whether intermediate or final, either exercisable alone or with other, either personally or through subordinates, to approve, disapprove or otherwise direct metropolitan government action.~~

~~B. An Elected Official shall not be registered as a lobbyist within 6 months following the voluntary termination of office or leaving Elected Office.~~

~~Section 6-5. That this ordinance shall take effect January 1, 2021, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.~~

SPONSORED BY:

Zach Young
Member of Council

SECOND SUBSTITUTE ORDINANCE NO. BL2020-403

An ordinance amending Chapter 13.32 of the Metropolitan Code of Laws relative to sidewalk cafes and ~~Chapter 7.08 of the Metropolitan Code relative to retail sales and storage of beer and providing that businesses may utilize parking outdoor areas for additional customer seating under certain conditions.~~

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

Section 1. That Section 13.32.165 of the Metropolitan Code is hereby amended by adding the following new Subsection E as follows:

E. Notwithstanding the provisions of this section to the contrary, a sidewalk café dining facility may be authorized within the public right-of-way throughout the jurisdiction of the Metropolitan Government. Such sidewalk café dining facilities must comply with all other provisions of this section, except that a sidewalk café facility may sell beer and other alcoholic beverages if the requirements of all applicable laws, rules and regulations for the sale of beer and/or alcoholic beverages have been satisfied. This subsection E shall be in effect until ~~January 31~~ February 15, 2021, unless extended by a resolution adopted by the metropolitan council. Any fees associated with a permit issued pursuant to this section shall be waived ~~while this subsection E is in effect.~~ until February 15, 2021.

~~Section 2. That Section 7.08.190 of the Metropolitan Code is hereby amended by deleting the first sentence and substituting with the following:~~

~~Retailers holding permits to sell beer are authorized to sell and store beer at only the location authorized by the metropolitan beer permit board and specifically designated on their respective permits as the place for which the permit is issued, provided that those permit holders operating a sidewalk café dining facility permitted under Section 13.32.165.E of the Metropolitan Code may sell beer on the sidewalk, parking area, or other rights of way adjacent to the property, or as otherwise authorized by the metropolitan beer permit board.~~

~~Section 3. That any business operating at a reduced capacity due to a public health order related to COVID-19 may utilize parking areas owned or operated by the business to seat additional customers to promote safe social distancing. However, all such businesses utilizing their parking areas shall maintain accessible parking spaces for persons with disabilities and shall not use these parking spaces for customer seating. This provision shall be in effect until January 1, 2021, unless extended by a resolution adopted by the metropolitan council. Any Restaurant or Bar seeking to utilize outdoor areas, including but not limited to parking areas owned or operated by the business on a temporary basis to seat or serve customers may apply for a temporary use permit for outdoor seating to be issued by the Metro Codes Department. Temporary outdoor seating shall be deemed an allowed use in any Specific Plan (SP), Planned Unit Development (PUD), or other overlay district establishing permitted uses, in which Restaurant or Bar is a permitted use. A temporary use permit for outdoor seating may be issued by the Codes Department in any such SP, PUD or other overlay establishing permitted uses without amendment or revision of the district and without separate final site plan review. A temporary use permit for outdoor seating shall be initially issued for a maximum of 150 days, subject to renewal upon application by the property or business owner.~~

Section 4. This Ordinance shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Sean Parker
Member of Council