Exhibit 1
09-20-18 GG

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
April 1, 2019	March 31, 2021	32701-03647	60987

Grantee Legal Entity Name	Edison Vendor ID
Metropolitan Government of Nashville and Davidson County	0000000004

Subrecipient or Contractor	CFDA #
☒ Subrecipient ☐ Contractor	Grantee's fiscal year end September 30

Service Caption (one line only)

Tire Environmental Act Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2019	95,617.00				95,617.00
TOTAL:					95,617.00

Grantee Selection Process Summary

☐ Competitive Selection	
☒ Non-competitive Selection	Grantee submitted an application that was deemed suitable for funding under the Tire Environmental Act.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Scott Drummer

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
EN00019275	71300000

327.45

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Government of Nashville and Davison County, hereinafter referred to as the "Grantee," is for the provision of Tire Environmental Act Program services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000004

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall purchase rubber materials produced in Tennessee to install one hundred and thirty (130) tree surrounds in Nashville's downtown tree wells as described in the Grantee's application.

A.3. The Grantee shall obtain all required permits, registrations, certifications and licensed engineering approvals prior to commencing work on the project. If the Grantee has been issued a permit, registration or certification by the State, the Grantee shall be current and in good standing regarding such permit, registration or certification.

A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal (Attachment 3) incorporated to elaborate supplementary scope of services specifications.

A.5. The Grantee shall report quarterly and at the end of the project to the State the number of scrap tires that are appropriated to beneficial end-markets in Tennessee. The reports shall be submitted in Microsoft Excel or a format that has been previously approved by the State. Failure to submit quarterly reports may result in Grantee refunding all of the State's awarded funding for the project.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on April 1, 2019 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Ninety Five Thousand Six Hundred Seventeen Dollars ($95,617.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is 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 duration of the Grant Contract 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:

Department of Environment and Conservation
Office of Policy and Sustainable Practices
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 2nd 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: Department of Environment and Conservation, Office of Policy and Sustainable Practices.
(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.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by 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 and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. 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.

d. 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.

e. 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 related matter. 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 unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement 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 return 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 (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.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, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

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.

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:

Thomas McGill, Environmental Consultant 3
Department of Environment and Conservation
Office of Policy and Sustainable Practices
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 2nd Floor
Nashville, TN 37243
thomas.mcgill@tn.gov
Telephone # 615-532-8739

The Grantee:

Rebecca Dohn, LID & Sustainability Coordinator
Metropolitan Government of Nashville and Davidson County
1607 County Hospital Rd
Nashville, TN 37218
rebecca.dohn@nashville.gov
Telephone # 615-566-1328

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 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 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 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 Act (HITECH) 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 HIPAA 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 by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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, its employees, and any approved subcontractor 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 in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records 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 Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) 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, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 2.

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.

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—300.326 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 Grant Contract is not a waiver or relinquishment of any 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.

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.

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. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 9-8-407.

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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, 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 shall not be affected 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.

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.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Rebecca Dohn 1/15/19

GRANTEE SIGNATURE DATE

Rebecca Dohn LID & Sustainability Coord.

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVORNMENT AND CONSERVATION:

SHARI L. MEGHREBLIAN Ph.D., COMMISSIONER DATE

SIGNATURE PAGE
FOR
GRANT NO. 32701-03647 Tire Environmental Act Program

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

_____ 12/20/18
Scott Potter, Director — Date
Water & Sewer Department

APPROVED AS TO AVAILABILITY OF FUNDS:

_____ 1-2-19
Talia Lomax O'dneal, Director — Date
Department of Finance

APPROVED AS TO RISK AND INSURANCE:

_____ 1/3/19
Director of Risk Management Services — Date

APPROVED AS TO FORM AND LEGALITY:

_____ _____
Metropolitan Attorney — Date

FILED:

_____ _____
Metropolitan Clerk — Date

ATTACHMENT 1

GRANT BUDGET

Tire Environmental Act Program

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:

BEGIN: January 1, 2019 **END: December 31, 2020**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	30,549.50	30,549.50	61,099.00
4, 15	Professional Fee, Grant & Award [2]	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	45,337.50	45,337.50	90,675.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	19,730.00	19,730.00	39,460.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	0.00	0.00	0.00
25	**GRAND TOTAL**	**95,617.00**	**95,617.00**	**191,234.00**

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

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

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

ATTACHMENT 2

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"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:

Is Metropolitan Government of Nashville and Davidson County a parent?
Yes ☐ No ☐

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

Is Metropolitan Government of Nashville and Davidson County 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: _____

Exhibit 1

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
OFFICE OF SUSTAINABLE PRACTICES
William R Snodgrass Tennessee Tower
312 Rosa L. Parks Ave, 2nd Floor, Nashville, TN 37243
Email: tire.grant@tn.gov

TIRE ENVIRONMENTAL ACT PROGRAM APPLICATION

(Limit one application per entity, per location)

Participant Information | Please provide a description in the text boxes below for each section

Application Procedure:

Applicants must complete and provide the items listed below in their grant request. Details for completing the items below are provided in this grant manual.

- [x] Tire Environmental Act Grant Application
- [x] Project Proposal (maximum five pages)
  - -Selection Criteria
- [x] Budget Page and Budget Justification

Applicant Name *(Organization that will enter into the Grant Agreement)*: Metro Government of Nashville and Davidson

Applicant is a:

- [ ] Private Entity
- [x] Government
- [ ] Educational Institution
- [ ] Other:

List of Project Partners (If any):

List County/Counties location: Davidson County

Applicant Address: 1600 2nd Ave North
City: Nashville Zip Code (9-Digit): 3720 - 8

Project Location Address: Downtown Nashville
City: Nashville Zip Code (9-Digit): 37201 -

Applicant Contact (Person responsible for daily management of project):

Name: Naomi Rotramel
Telephone: 615 - 862 - 4733
Title: Urban Forestry Program Manager
Federal/Tax ID or DUNS No.: 62-0694743
NO Social Security Numbers
Email: naomi.rotramel@nashville.gov

Project Title: Downtown Tree Grate Replacement Project

Project Categories

- [x] Tire Recycling
- [x] Tire Derived Product Use
- [ ] Facility Improvements
- [ ] Research, Testing, and/or Development
- [ ] Other:

Brief Project Description *(No more than 500 characters)*:

Metro Water Services is seeking a solution to its ongoing maintenance and care challenges for urban tree surrounds in Nashville's downtown tree wells. Metro's proposal is to replace 130 broken and missing cast-iron and aluminum tree grates with flexible porous paving. Approximately 1,197 tires would be recycled and kept out of Tennessee landfills while protecting

Project Funding			**Source & Amount of Applicant's Matching Funds**	
Grant Amount Requested:	$ 95,617	50 %	General Fund:	$ 75,887.50
Match (If Applicable):	$ 95,617	50 %	In-kind Services:	$ 19,730
TOTAL PROJECT COST	$ 191,234	100%	TOTAL MATCH	$ 95617

(TOTAL MATCH should equal match in project funding section)

Grantee Information (Person responsible for communications and contact):

Name: Rebecca Dohn

Address: 1607 County Hospital Road

Title: LID & Sustainability Coordinator

Telephone: 615 566 1328

E-Mail: rebecca.dohn@nashville.gov

Fax:

Federal Congressional District
Congressperson's Name: Jim Cooper

District Number: 5th

State Districts
Senator's Name: Thelma Harper

District Number: 19th

Representative's Name: Bill Beck

District Number: 51st

Rebecca Dohn
Signature of Responsible Party

1607 County Hospital Rd 37218
Mailing Address, City, State, Zip Code

Rebecca Dohn
Printed Name/Title

rebecca.dohn@nashville.gov
E-Mail

Signature of Project Partner (If Applicable)

Mailing Address, City, State, Zip Code

Printed Name/Title

E-Mail

When you have completed this form print and sign and make a copy for your records and return the original to the following address:

Tennessee Department of Environment and Conservation
Office of Sustainable Practices
Attention: Tire Environmental Act Program
William R Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, TN, 37243
Email: tire.grant@tn.gov

Department of Environment & Conservation

CN-1476

RDA SW-12

Tire Environmental Act Program

Grant Application Project Proposal

Metro Government of Nashville & Davidson County, TN

September 10, 2018

Metro Nashville Government is seeking a solution to its ongoing maintenance and care challenges for urban tree surrounds in its downtown tree wells. Metro proposes replacing 130 broken and missing cast-iron and aluminum tree grates with flexible porous paving. With this proposal, approximately 1,197 tires would be recycled and kept out of Tennessee landfills.

1. General Benefit for Waste Tire Use
   a. Immediate beneficial tire uses
      There are a number of immediate environmental and economic benefits to this proposal. Environmentally, Flexi®-Pave uses recycled tire material mixed with rock aggregate and a binder to form a firm, porous surface. In addition to keeping tires out of landfills, the permeable nature of the product allows for rain water to be absorbed into the ground, which reduces stormwater run-off on sidewalks and streets. Economically, this product is less expensive than tree grates and pavers typically used in tree surrounds. Further, installation can be done more quickly and requires fewer personnel.

   b. Long term beneficial tire uses
      Flexible, porous pavement containing recycled tires has long term environmental and economic benefits as well. These long term benefits often combine these two goals. Using a flexible, porous material in tree surrounds allows water and oxygen to flow freely through to the root system at a rate of 40 gallons/square foot/hour. This encourages the tree roots to grow downward giving the tree greater stability and reducing girding roots that prematurely kills trees. In addition to better tree health, roots that grow downward decrease the amount of buckling in the surrounding sidewalk thereby decreasing tripping hazards. Flexi®-Pave material also can be cut as trees grow unlike grates or brick pavers which would need more costly replacement. Because this product is spread over the soil surrounding the tree, it prevents soil compaction caused by daily foot traffic while also being flush to the surrounding sidewalk. This allows the tree well to comply with the standards set forth by the Americans with Disabilities Act. Less compact soil more easily absorbs Stormwater

decreasing runoff into streets and the sewer system. Finally, this environmentally responsible alternative is non-cracking even in freeze/thaw conditions that are occurring with greater frequency as well as being slip resistant due to the use of recycled tires. These features generate savings in maintenance costs and could reduce liability concerns compared to traditional grating.

c. Quantity of Tennessee tires recycled
Approximately 1,197 Tennessee tires would be recycled in this project. This number was determined by reviewing various factors in this project. First, tree wells in the downtown Nashville area range in size from 4'x4' to 5'x10'. A 4'x4' tree well recycles approximately 5 tires while a 5'x10' tree well recycles approximately 17 tires. For this phase of the project, we plan to install 49 tree wells with about half of those be 5'x10' in size diverting approximately 696 tires from landfill. Once this has been completed, we plan to move to the next phase of the project and anticipate replacing approximately 81 grated tree wells of various sizes of trees that are currently being girdled; recycling approximately another 500 tires.

2. Creative/New Technology
   a. Unique and emerging technology.
   Flexi®-Pave was developed in 2001 by K.B. Industries (KBI) and has gained popularity across the county due to the ingenious way this flexible porous pavement can be used to solve the problem of tree roots buckling sidewalks and grates girdling trees Flexi®-Pave uses recycled automobile tire chips in construction of the surface layer and tire crumbs in the blending of the pollution control media, with crushed concrete aggregates to create an environmentally-friendly product that qualifies for LEED points.

   b. Model for future projects.
   This project is the first of its kind in Metro Nashville and Davidson County and is serving as a guide for communicating with certified suppliers and installing Flexi®-Pave. For example, Metro Parks is considering Flexi®-Pave for pathways and trails, where the hydrology of natural environments will not be as drastically affected, and our experience will be a resource for them.

   c. Expanding the market for tires
   Metro is working with Patriot Tire Recycling in Bristol, TN, to source 100% of the tire rubber for this project in state. They will be fully operational by Fall 2018. Once Patriot Tire Recycling is operational, they could investigate becoming a distributor of

Flexi®-Pave products for KBI. This would increase the demand for Patriot's product, and its economic impact in its community and potentially create a more centralized distributor for KBI. If this were to occur, a continual supply of recycled tire products for sustainable paving projects would be available throughout the state.

d. Case study development
Metro Nashville has installed twelve tree surrounds in May 2018 and is monitoring them closely for performance abilities. A video of this installation can be viewed at https://www.youtube.com/watch?v=4QnKqvAAVV0&t=2s. So far, the product has performed in excellent fashion. We are installing 69 tree wells downtown in August 2018. These tree surrounds will be monitored to ensure that they retain their porosity, ADA compliance, and general shape.

e. Project validation
Due to limited funding and staffing, traditional tree grates typically result in trees growing into grates and dying. A large, mature tree in Nashville's downtown inner loop can infiltrate as much as 5,200 gallons of stormwater runoff per year, save 140 kilowatt hours of electricity for cooling, absorb pollutants and intercept particulate matter, reduce heat island effects, and reduce atmospheric carbon by 702 pounds/year. In order to have all these benefits, it is vital for Nashville to grow its urban forest and care for its trees. Flexi®-Pave is a more sustainable and economic solution to the issues presented in maintaining healthy, vibrate urban trees.

3. Qualifications, Experience, Capabilities, and Scheduling
   a. Relevant experience with the technology or process
   Metro Nashville will have installed approximately 80 tree surrounds before this phase of the project begins.

   b. Strength of team assembled including end-markets as evidenced by letters of commitment or support
   Walker Building Group, LLC is a certified contractor of Flexi®-Pave (#TNCI-289) and has completed the installation for Phases 1 and 2 of the Flexi®-Pave installation project.

   Patriot Tire Recycling has expressed a strong interest in distributing Flexi®-Pave products and working with Tennessee State Parks to increase the number of Tennessee tires that are recycled.

Finally, Metro Nashville Government as a whole is committed to sustainability and projecting all natural resources that we manage. Our commitment to urban forestry is evident by the numerous grants and pieces of legislation regarding studying, protecting, and re-establishing the city's tree canopy (RS2009-764, RS2013-631, RS2014-952, RS2018-1169) we have applied for and passed. Commitment to urban forestry has been a priority for Metro for a number of year as evidenced by Nashville being recognized as a Tree City USA for the 23rd consecutive year in 2017.Using flexible porous pavement for our downtown tree surrounds is the next step to increasing our green footprint and our commitment to urban forestry by not only using a more environmentally friendly product in our tree wells, but by using a product that keeps tires out of landfills.

c. Schedule, milestones, and deliverables of project
By June of 2019, we plan to replace over 130 missing, damaged, and girdling grates in tree wells downtown Nashville made entirely of Flexi®-Pave.

4. Equipment Application
   a. Relevant equipment to produce desired end product
   This project requires minimal equipment. Only a mortar mixer and some concrete trowels are necessary for mixing and spreading the surface material.

   b. Area or space to accommodate equipment and tires
   Existing space can accommodate equipment and tires.

5. Protection of Environmental Resources by Utilizing Existing Resources
This portion of the project will utilize approximately 1,197 existing tires that would have been sent to landfills to protect approximately 130 trees. The protection of trees will protect additional environmental resources by infiltrating stormwater runoff, absorbing pollutants, reducing atmospheric carbon, and saving electricity.

Additionally, a local contractor will complete the installations reducing the amount of fossil fuels that are used by the staff working on the project. Any leftover product will be shared with other Metro Departments that are conducting Flexi®-Pave projects ensuring minimal waste.

6. Ability to leverage matching funding to enhance overall project objectives
   a. The matching funds for this project will come from a stormwater funding.

Budget for Tennessee State Environmental Act Program
Metro Water Tree Surrounds Project Fall 2018

Total Budget

Material & Labor		
	$	151,774.00
Indirect Costs		
	$	39,461.00
Total	$	191,235.00

Breakdown of cost 50/50 Cost share

State of Tennessee (50%)		
Material & Labor	$	75,887.00
Indirect Costs	$	19,730.00
Total State share	$	95,617.00
Metro Water Services (50%)		
Material & Labor	$	75,887.00
Indirect Costs (In kind)	$	19,730.00
Total MWS Share	$	95,617.00
Total of Breakdown	$	191,234.00

Notes:

1.) Material and Labor estimate is from Walker Building group who has completed the pilot program for using this product on for tree surrounds.

2.) Indirect Costs of 26% are derived from the annual process whereby departments are required to calculate the ratio of indirect to direct costs.