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GOVERNMENT ENTITY PARTNER PARTICIPATION AGREEMENT

This Government Entity Partner Participation Agreement sets forth the terms between

Metropolitan Government of Nashville & Davidson County (PARTNER ORGANIZATION)
and Greatergood.org (GGO) regarding grant funding opportunities.

GGO is an independent 501(c)(3) charitable organization which raises funds and provides support to best-in-class charitable organizations and programs in healthcare, education, hunger relief, poverty reduction, environmental and habitat protection and preservation, animal welfare, and disaster relief and rebuilding.

GGO raises funding support to advance its projects, programs, and charitable purposes through its charitable Gifts that Give More™ donations and other programs and fundraising activities engaged in by GGO.

GGO is offering funding and/or in-kind Grant product opportunities and support to PARTNER ORGANIZATION to assist PARTNER ORGANIZATION in its program and service activities as outlined in an approved application submitted to GGO.

As a condition of participating a GGO grant program, PARTNER ORGANIZATION agrees to the terms and conditions set forth below. PARTNER ORGANIZATION specifically acknowledges that participation in the program is not a guarantee of funding nor an enforceable commitment by GGO to pay at any specific level of funds or at any time, other than as specified below.

GRANT FUNDING TO PARTNER ORGANIZATION

GGO makes grant funding available via its Gifts That Give More™ program three (3) times per year as follows:

1. January 20th for funds raised July 1 – November 30
2. May 20th for funds raised December 1 – March 31
3. September 20th for funds raised April 1 – June 30

Grants for other GGO programs and disaster response funding is provided on a schedule determined case-by-case, at the sole discretion of GGO.

NON-PROFIT PARTNER ORGANIZATION OBLIGATIONS

1. Restricted Funds

- a) PARTNER ORGANIZATION acknowledges and agrees that GGO funds and/or in-kind Grant products received are restricted to the approved uses listed in an approved GGO application. Any deviation requires written permission from GGO. GGO is happy to provide clarification in response to written inquiries.



- b) Any GGO funds not spent by PARTNER ORGANIZATION in furtherance of approved uses per paragraph 1. (a), above, shall be returned to GGO within 6 months of a written request to do so from GGO.

2. Reporting Requirements and Name and Logo Use

- a) PARTNER ORGANIZATION will provide GGO with follow up reporting when requested. Grant awards \$250 and higher require timely completion of a follow up form including photos, video, and stories demonstrating OUTCOMES (short-term effects) and IMPACTS (long-term effects) of the grant award. The form may also require financial reporting, receipts, and narrative description of how GGO funding was spent. GGO will provide you with this form and deadline as necessary. In accordance with 990 filing rules, PARTNER ORGANIZATION will also provide any necessary information to document donated funding in accordance with current IRS U.S. Tax Laws. Failure to report as required may result in the loss of future grants and/or repayment of grant monies to GGO.
- b) GGO will, from time to time, use PARTNER ORGANIZATION's name, logo, photos, videos, stories and other marketing assets in conjunction with its Gifts that Give MoreTM program, Signature Programs and other fundraising and marketing vehicles. If PARTNER ORGANIZATION wishes to have any PARTNER ORGANIZATION reference removed from GGO materials, PARTNER ORGANIZATION will contact GGO directly.

3. Waiver and Limitation of Liability Regarding In-Kind Grants

- a) Waiver. GreaterGood.org shall not be responsible for, and PARTNER ORGANIZATION hereby waives all claims against GGO for the quality, serviceability and/or fitness for use of any and all in-kind Grant products distributed as Grant property. PARTNER ORGANIZATION assumes all responsibility for the proper storage and use of in-kind Grant products, including but limited to, any special storage requirements necessary to prevent product spoilage, the supervision and safety of users of in-kind Grant products, whether human or animal, and the proper and timely disposal (or other required disposition) of out dated in-kind Grant products.
- b) Limitation of Liability. In no event shall either party be liable to the other for special, consequential, punitive or exemplary damages under this agreement. Each party's liability to the other shall be limited to the amount of insurance carried by the party that may be applicable to such claims as may arise or to the fees paid for the past twelve months under the agreement, whichever shall be greater. Nothing in this limitation shall be construed to imply any limitation of liability with respect to any third party who may make a direct claim against either Party.
- c) GGO acknowledges that PARTNER ORGANIZATION is a local governmental entity organized under the laws of the state of Tennessee. Accordingly, any waiver or indemnification on the part of PARTNER ORGANIZATION is subject to the limitations of Tennessee law.



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DURATION

This agreement may be modified by mutual written consent of authorized officials from PARTNER ORGANIZATION and GGO. This agreement becomes effective upon signature by authorized officials from PARTNER ORGANIZATION and GGO and remains in effect until terminated by either of the parties in writing. Modifications to this agreement must be in writing and signed by both parties. In the absence of a mutual written agreement by authorized officials from PARTNER ORGANIZATION and GGO, this agreement shall expire exactly two years after the signature date reflected below for GGO.

CONTACT INFORMATION

PARTNER ORGANIZATION name: Metro Public Health Department

PARTNER ORGANIZATION Representative: Staci Cannon

Title: Medical Director, Metro Animal Care and Control

Mailing address: 2500 Charlotte Avenue, Nashville, TN 37209

Telephone: (615) 862-7928

Email: Staci.Cannon@nashville.gov

GGO has ultimate authority and discretion regarding the distribution of its funds and in-kind Grant products. All expenditures made are consistent with the exempt purposes of GGO and in accordance with donor intent.

IN WITNESS WHEREOF, the Parties have caused this Government Entity Partner Participation Agreement to be signed by their respective and duly authorized representatives as of the last date set forth below.

Metro Public Health Department
Government Entity Partner Organization

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Sanmi Areola
Signature

Liz Baker
Signature

Sanmi Areola, Interim Director of Health
Print Name and Title

Liz Baker, CEO

11/14/19
Date

November 15, 2019
Date

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Jammi Orsola
Interim Director, Metro Public Health Department

11-15-19
Date

Alex Johnson
Chair, Board of Health

11/19/19
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Keith Lumbos Jr
Director, Department of Finance

11/21/19
Date

APPROVED AS TO RISK AND INSURANCE:

BCW
Director of Risk Management Services

12/4/19
Date

APPROVED AS TO FORM AND LEGALITY:

Dennis C. Smith
Metropolitan Attorney

12/12/2019
Date

FILED:

Metropolitan Clerk

Date