

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 10/06/20

Resolution Ordinance

Contact/Prepared By: Matthew Garth

Date Prepared: _____

Title (Caption): A resolution appropriating \$250,000 through a grant contract with Oasis Center Inc. for the provision of college access services for the Opportunity Now Program.

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

Proposing Department: Library Requested By: Kent Oliver

Affected Department(s): Library Affected Council District(s): All

Legislative Category (check one):

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

<p>FINANCE Amount +/-: \$ <u>250,000.00</u></p> <p>Funding Source:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Capital Improvement Budget <input type="checkbox"/> Capital Outlay Notes <input type="checkbox"/> Departmental/Agency Budget <input type="checkbox"/> Funds to Metro <input type="checkbox"/> General Obligation Bonds <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Increased Revenue Sources 	<p>Match: \$ _____</p> <ul style="list-style-type: none"> <input type="checkbox"/> Judgments and Losses <input type="checkbox"/> Local Government Investment Project <input type="checkbox"/> Revenue Bonds <input type="checkbox"/> Self-Insured Liability <input type="checkbox"/> Solid Waste Reserve <input type="checkbox"/> Unappropriated Fund Balance <input type="checkbox"/> 4% Fund <input type="checkbox"/> Other: _____
<p>Approved by OMB: _____</p> <p>Approved by Finance/Accounts: _____</p> <p>Approved by Div Grants Coordination: _____</p>	<p>Date to Finance Director's Office: _____</p> <p>APPROVED BY</p> <p>FINANCE DIRECTOR'S OFFICE: _____</p>

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

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

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

RESOLUTION NO. _____

A resolution appropriating \$250,000 through a grant contract by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Public Library, and Oasis Center, Inc. to provide college access services for the Opportunity Now Program.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Public Library, and Oasis Center, Inc., wish to enter into a grant contract whereby Oasis Center, Inc. would provide college access services for the Opportunity Now Program; and,

WHEREAS, Section 7-3-314 of the Tennessee Code Annotated states that metropolitan forms of government may provide financial assistance to nonprofit organization in accordance with the guidelines of the Metropolitan Government; and,

WHEREAS, Section 5.04.070 of the Metropolitan Code of Laws provides that the Metropolitan Council may by Resolution appropriate funds for the financial aid of nonprofit organizations; and,

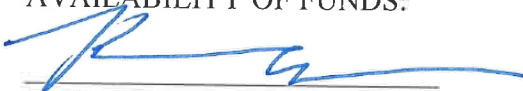
WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant contract be approved.

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

Section 1. That the grant contract by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Public Library, and Oasis Center, Inc., appropriating \$250,000 to provide college access services for the Opportunity Now Program, a copy of which is attached hereto and incorporated herein, is hereby approved.

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

APPROVED AS TO THE
AVAILABILITY OF FUNDS:



Kevin Crumbo
Director of Finance

APPROVED AS TO FORM
AND LEGALITY:

Matthew Garth
Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Oasis Center, Inc.**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro"), and Oasis Center, Inc., ("Recipient"), is for the provision of college access services, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. The Recipient will use the funds to:

(a). Provide ongoing support for high school students who participated in Metro's Opportunity Now program ("ON"). This ongoing support should include the following:

1. A minimum of two in-person meetings per semester with the student either at school or out of school (e.g. at Recipient's business) with the designated staff member for that high school ("HS").
2. Development of a college plan with every student that incorporates short- and long-term goals in any combination of relevant domains (such as, but not limited to, personal finances, high school grades and course credits, service hours, employment or workplace experience, and/or college knowledge.)
3. On-going monitoring of short-term goals and revision to plan as needed.
4. Outreach and engagement with parents of participating students by Recipient's staff at each HS site.
5. Continued collaboration with HS staff for 11th and 12th grade students to support the college application process.
6. Targeted engagement with parents of participating 11th and 12th graders to support college application process.
7. Increasing awareness of resources available through the high school libraries and Metro's Limitless Libraries program.

(b). Continue outreach and engagement with students at all targeted high schools with ON participants to build college aspiration.

1. Provide regular programming and relationship building opportunities for students in grades 9-12 who were not previously enrolled in ON.
2. In addition to the regular programming for all grade levels that is part of the Oasis College Connections program, recruit students to apply for ON in the summer of 2021.
3. Facilitate the application process for students at the high schools for ON 2021 under the direction of the ON staff.

(c). Build relationships and college access knowledge with staff at the targeted high schools to support a college going culture at each school, assist in removing barriers to access for students and facilitate faculty awareness of the ON program.

1. Provide faculty training to staff at each site about college access facts and challenges for each high school in collaboration with the school administration
2. Provide classroom presentations with teachers as requested - including, but not limited to, summer recruitment in classrooms in the early Spring 2021.

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3. Provide information to faculty at each site about how to assist to students apply to be part of the ON program in 2021.
4. Partner with staff and administrators all feeder middle schools to develop a recruitment strategy for rising 8th and 9th grade students.

(d). Oasis College Connection will adjust its services to better meet the needs of ON targeted schools and students during the COVID-19 pandemic. The work above will be done using text messages, phone calls, online meeting platforms, and in-person meetings when needed. All other resources have been and will continue to be updated into a format that is easily shared in any of the above platforms of communication.

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan and Grant Spending Plan Narrative, attached and incorporated herein as **Attachments 1 and 2**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2020 and ending on June 30, 2021 Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed Two-Hundred Fifty Thousand dollars (\$250,000). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C. 1.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by the Spending Plan line-item for the period invoiced, the amount

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charged by line-item to date, the total amount charged for the period invoiced, the total amount charged under this Grant Contract to date.

Recipient must send all invoices to **Metro Payment Services, PO Box 196301, Nashville TN 37219-6301.**

Final invoices for the contract period should be received by Metro Payment Services by July 15, 2020. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Nashville Public Library, within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and

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all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

- D.4. **Subcontracting.** The Recipient may 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 Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will 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 Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.10. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.10.1 Proof of Insurance

During the term of this Contract, for any at all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of

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insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.10.2 General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

D.10.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

D.10.4 Worker's Compensation Insurance

with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.10.5 Sexual Molestation and Abuse Insurance

In the amount of one million (\$1,000,000.00) dollars.

D.10.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.10.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

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Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

D.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D. 12. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 13. **Indemnification and Hold Harmless.**

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

(c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Recipient's duties under this section will survive the termination or expiration of the grant.

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- D.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.16. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.
- The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D. 20. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.21. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under

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a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

- D.22. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, 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.

Metro

For contract-related matters:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

For enquiries regarding invoices:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

Recipient

Mr. Tom Ward, President and CEO
Oasis Center, Inc.
1704 Charlotte Ave., Suite 200
Nashville, TN 37203
615-327-4455, phone

- D.23. **Lobbying.** The Recipient 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 Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and 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 grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.
- D.24. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and

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Oasis Center, Inc., Contract #_____ August 14, 2020**

has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:



Department

RECIPIENT: Osle Center, Inc.

By: 

Title: Chair, Board of Directors

Sworn to and subscribed to before me a Notary
Public, this ___ day
of _____, 201__

APPROVED AS TO AVAILABILITY OF
FUNDS:



Director of Finance

Notary Public

APPROVED AS TO RISK AND
INSURANCE:



Director of Insurance

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

My Commission expires _____

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

ATTACHMENT 1

SPENDING PLAN

FY 19

Name of Contractor: Oasis Center

ITEM #	ITEM	Funds Provided via This Contract	Other Funding Sources	TOTAL
1A	Personnel-Staff Salaries	\$183,233	\$148,605	\$331,838
1B	Personnel-Staff Fringe Benefits (18%)	\$32,982	\$26,749	\$59,731
2	Staff Local Travel	\$3,630	\$0	\$3,630
3	Occupancy-Rent, utilities, commercial insurance, etc.	\$4,569	\$958	\$5,527
4	Communications-Postage, phone, etc.*	\$2,423	\$428	\$2,851
5	Materials, Supplies, Printing, & Copying*	\$5,618	\$2,462	\$8,080
6	Furniture, Office Equipment, Computers, etc.	\$0	\$0	\$0
7	Student Programming-Direct Benefit	\$1,500	\$1,250	\$2,750
8	Other Direct Benefits-food, etc.	\$0	\$0	\$0
10	Other Expenses (contracted svcs (IT) and professional development	\$5,785	\$3,586	\$9,371
9	Indirect	\$10,260	\$56,108	\$66,368
TOTALS		\$250,000	\$240,145	\$490,145

ATTACHMENT 2

COLLEGE CONNECTION SPENDING PLAN NARRATIVE FY 19

Salaries and Wages

- **President / CEO:** The time commitment to the program is for 12 months at 15%. The President/CEO has direct supervision of the Program Manager and provides program oversight and administration. His cost time to the program **\$21,000** ($\$140,000 \times 15\%$) will be covered through non-Metro grant funds.
- **College Access Manager:** The Program Manager's time commitment to the program is for 12 months at 100%. The College Access Manager is responsible for direct supervision of 5 College Mentors and two Retention Specialist at NSCC and provides grant oversight and administration. We are requesting that 85% of his salary **\$45,759** ($53,834 \times 85\%$) be allocated to this grant with the remaining costs to be covered through non-Metro grant resources.
- **College Mentors (5):** The time commitment of the mentors is 12 months at 100%. The mentors manage college, financial aid, and scholarship activities for students as well as provide guidance and college counseling. We are requesting that 71% of the salaries for 5 mentors **\$125,361** ($\$176,255 \times 71\%$) be allocated to this grant with the remaining costs to be covered through non-Metro grant resources.
- **College Retention Specialist (2):** The time commitment of the retention specialist is 12 months at 100%. The retention specialist provides comprehensive retention support (e.g., tutoring and mentoring) to youth who have participated in OCC services at the high school level. We are asking that 15% of their salaries **\$12,113** ($\$80,748 \times 15\%$) be allocated to the grant with the remaining costs to be covered through non-Metro grant resources.

Total salaries requested - **\$183,233**

Fringe Benefits

Costs of employee fringe benefits

Oasis Center cost to provide fringe benefits to full-time employees. Benefits provided are based on a standard benefits package offered to all full time Oasis Center employees and consists of health insurance, life insurance, dental insurance, and retirement contributions. The Benefits package is calculated as a percentage of salary cost at 18% as represented below:

The benefit package offered to each full-time employee includes:

- Health and dental insurance (approximately 8% of full-time salaries) - $\$183,233 \times 8\% = \$14,659$
- 401(k) at 3% of salaries (full time only) - $\$183,233 \times 3\% = \$5,497$
- FICA at 7% of all full time salaries - $\$183,233 \times 7\% = \$12,826$

Total benefits requested - **\$32,982**

Travel

Local mileage reimbursement for program mentors estimated at 7,890 miles year (5 staff x 1578 miles per staff x \$.46 mile = **\$3,630**)

Total grant funds requested for travel - **\$3,630**

Occupancy

Program's pro-rata share (based on square footage) of annual agency occupancy costs (association fee, utilities, commercial insurance, building cleaning/maintenance); $7\% \times 78,957 = \$5,527$. We are requesting that 83% of these costs - \$3,869 be allocated to this grant with the remaining cost being covered through non -Metro grant resources.

Total grant funds requested for occupancy - **\$4,569**

Communications

Program's pro-rata share (based on headcount) of annual agency telephone / internet services - \$1,651 and cell phone plan expenses for 5 staff @ \$100/month (\$1,200) for a total program cost of \$2,851. We are requesting that 85% of communications cost (\$2,423) be allocated to the grant with the remaining costs to be covered through non-Metro grant resources.

Total grant funds requested for communications - **\$2,423**

Materials, Supplies, Printing and Copying

Program operational supplies (general office, orientation activities, food and snacks) - $\$375/\text{month} \times 12 \text{ months} = \$4,500$; marketing supplies and giveaways-\$1,000; printing \$600 (business cards and general); testing software subscriptions \$1,200 and curriculum / materials \$780. Total program materials, supplies, printing and copying for the program -\$8,080. We are requesting that 70% of these costs be allocated to the grant with the remaining cost being covered through non Metro grant resources.

Total grant funds requested for supplies - **\$5,618**

Student Programming – Direct Benefit

Direct financial assistance to students in the form of testing fees, college application submission, transcript retrieval, etc. Average assistance to student is \$50/student. We are requesting \$1,500 in grant funds ($\$50 \times 30 \text{ students}$) to provide direct financial assistance.

Total grant funds requested for student programming - **\$1,500**

Other Expenses - Professional fees and Professional Development

Professional development for 2 staff to attend a local conference - \$800, program's pro-rata share of contracted IT services and database development (\$6,571); Stipends for Mayor's scholars Academy ($\$500/\text{youth} \times 4 \text{ youth}$) for a total cost of \$9,371. We are requesting that 62% of these costs be allocated to this grant with the remaining costs covered through non-Metro grant resources.

Total grant funds requested for other expenses - **\$5,785**.

Indirect / Administration

We have an approved indirect cost rate agreement from our cognizant federal agency, the Department of Health and Human Services, which is calculated at 20% of direct salaries ($\$183,233 \times 20\% = \$36,647$) however, we are only requesting that **\$10,260 (5% of direct salaries)** in indirect cost be allocated to this grant.

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. _____

A resolution appropriating \$250,000.00 through a grant contract by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Public Library, with Oasis Center, Inc. for the provision of college access services for the Opportunity Now program.

Introduced _____

Amended _____

Adopted _____

Approved _____

By _____
Metropolitan Mayor
