

**CONTRACT FOR SERVICES BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH METROPOLITAN SOCIAL SERVICES AND
ROOM IN THE INN, INC.**

This Contract for Services ("Contract") entered into effective as of the 1st day of July 2020 by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH METROPOLITAN SOCIAL SERVICES**, a municipal corporation of the State of Tennessee (hereinafter referred to as "**MSS**" or "**Metro**"), and **ROOM IN THE INN, INC.** (hereinafter called "**Agency**"). The contract is for the operation of a DAY SHELTER, as further defined in the "SCOPE OF SERVICES." The Agency's corporate charter, IRS determination letter, most recent annual report, and audit are attached as exhibits and are on file at MSS.

WITNESSETH

WHEREAS, MSS is the recipient of funds from Coronavirus Relief Fund under the CARES Act (CRF) (hereinafter called "CRF"), and

WHEREAS, the Agency provides services to people experiencing homelessness, including administering a program that serves as a day center for visitors to Room In The Inn; and

WHEREAS, the Nashville homeless community has been impacted during the COVID-19 with multiple locations inaccessible to people including faith-based day rooms, meal sites, public libraries, service agency waiting areas, which has caused a significant additional demand in service requests to Agency; and

WHEREAS, during COVID-19 Agency has seen an increase of 1,966 or 26% in overall services provided during the 3rd quarter compared to the previous year – specifically from 7,697 last year to 9,663 services in July, August and September this year; and

WHEREAS, these services include legal assistance, ID and Birth Certificate replacements, transportation assistance, prescription assistance, laundry, and showers, among others; and

WHEREAS, shower demands have increased by 34% and laundry services by 45% during the COVID-19 pandemic; and

WHEREAS, those day services are essential to ensure people are able to continue to be able to work toward stability and housing during COVID-19; and
WHEREAS, MSS and the Agency propose to utilize \$139,000, of the CRF to fund the Agency for people experiencing homelessness who are impacted by COVID-19 to ensure they receive services.

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

A SCOPE OF SERVICES:

The Agency shall:

1. Use the CRF to provide operational support for a Day Shelter for people experiencing homelessness to Room In The Inn. In an effort to stem Covid-19 spread among individuals experiencing homelessness by focusing on health, hygiene, and relieving encampments and shelters through housing, support services include a focus on, showers, laundry facilities, hygiene items, and housing navigation services. Additionally, with social distancing and sanitizing practices in place there will access to telephones for telehealth appointments, employment and housing following up activities, and personal connection to lessen in-person gatherings. Access to mainstream services such as food stamp services and others will occur as they apply.
2. Work with Metro Social Services on sharing community data. This includes coordinating with the Homeless Impact Division of Metro Social Services to provide specific aggregate data of individuals accessing Day Center services, and collaborating on the goal of having a system established to enter all reasonable and appropriate data into the Homeless Management Information System (HMIS).
3. Utilize CRF only for the residents of Davidson County. Collect data on the primary county of residence of the guests served and provide that data to MSS along with the final program and expenditure reports.
4. Submit monthly invoices no later than 30 days after the close of each month.

B. CONTRACT TERM:

1. **Contract Term:** The term of this Contract shall be for a period of six (6) months, commencing on July 1, 2020, and ending on December 30, 2020. MSS shall have no obligation for services rendered by the Agency which are performed outside this term.

C. PAYMENT AND CONDITIONS:

1. **Maximum Liability.** In no event shall MSS provide funds to the Agency in excess of One Hundred and Thirty-Nine Thousand Dollars (\$139,000.00) per year (the maximum amount being referred to herein as the "Contract Amount"). The Contract Amount shall constitute the maximum amount to be provided to the Agency by MSS for all of the Agency's obligations hereunder.

2. **Compensation Firm**. The maximum liability of MSS is not subject to escalation for any reason. The Contract Amount is firm for the duration of the Contract and is not subject to escalation for any reason unless the Contract is amended in writing.
3. **Payment Methodology**. The Agency shall be compensated for actual costs, not to exceed the Contract Amount. Upon progress toward the completion of the services as described in section A, the Agency shall submit invoices monthly and any supporting documentation as requested by MSS to demonstrate that the funds are used as required by this Contract, prior to any payment for allowable costs. All invoices shall be sent to Judith Tackett at judith.tackett@nashville.gov, with a cc: to Loan Huynh at loan.huynh@nashville.gov) along with supporting documentation.
4. **Payment of Invoice**. The payment of invoice by MSS shall not prejudice MSS's right to object to the invoice or any matter in relation thereto. Such payments by MSS shall neither be construed as acceptance of any part of the services provided nor as an approval of the cost included therein.
5. **Annual Expenditure Report**: The Agency shall submit an annual contract expenditure report, which details the services funded under this Contract, within 45 days of the end of the fiscal year. The report shall be in a form and substance acceptable to MSS and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Agency.
6. **Unallowable Cost**. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by MSS, on the basis of audits or monitoring conducted in accordance with the terms of the Contract, to constitute unallowable costs.
7. **Deductions**. MSS reserves the right to adjust any amounts which are or shall become due and payable to the Agency by MSS under this or any Contract by deducting any amounts which are or shall become due and payable to MSS by the Agency under this or any other Contract.
8. **Travel Compensation**. Payment to the Agency for travel, meals or lodging shall be subject to amounts and limitations specified in Metro's Travel Regulations and shall not exceed and funds available to be paid.

D. STANDARD TERMS AND CONDITIONS:

1. **Required Approvals**. MSS is not bound by this Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this contract and filed in the office of the Metropolitan Clerk.

2. **Modification and Amendments.** This Contract may only be modified by a written amendment that has been approved in accordance with all Metro procedures and signed by all parties and their signatories hereto.
3. **Termination for Cause.** Should the Agency fail to properly perform its obligations under this Contract or if the Agency violates any terms of this Contract, MSS shall have the right to immediately terminate the Contract and the Agency shall return to MSS any and all Contract monies for services or programs under the Contract not performed as the of termination date. The Agency shall also return to MSS any and all funds expended for purposes contrary to the terms of the Contract. Such termination shall not relieve the Agency of any liability to MSS for damages sustained by virtue of any breach by the Agency.
4. **Termination – Funding.** Should funding for this contract be discontinued, or not renewed, MSS shall have the right to terminate the contract immediately upon written notice to Agency.
5. **Termination – Notice.** MSS may terminate this contract at any time upon thirty (30) days written notice to the Agency.
6. **Subcontracting.** The Agency shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of MSS. Notwithstanding any use of approved subcontractors in writing, the Agency is responsible for all services performed pursuant to this Contract.
7. **Conflict of Interest.** The Agency warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of MSS as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or preformed relative to this Contract.
8. **Nondiscrimination.** The Agency 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 Contract or in the employment practices of the Agency on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
9. **Records.** The Agency shall maintain documentation for all charges to MSS under this Contract. The books, records and documents of the Agency,

insofar as they relate to the services performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment. The books, records and documents of the Agency, insofar as they relate to the services performed or money received under this Contract, shall be subject to audit at any reasonable time and upon reasonable notice by MSS or its duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

10. **Monitoring.** The Agency's services and records maintained pursuant to the Contract shall be subject to monitoring and evaluation by MSS. The Agency shall make all audits, accounting, or financial records, notes and other documents pertinent to this Contract available to MSS representatives, upon request, during normal working hours.
11. **Waiver.** Failure by MSS to insist in any case upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or a relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Contract.
12. **Insurance.** During the term of this Contract, the Agency shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.
 - a. **Commercial General and Umbrella Liability Insurance.** The Agency shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance with limits of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the project/location in this Agreement. Such insurance shall:
 - I. Be written on ISO occurrence form CGL 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - II. Include The Metropolitan Government of Nashville and Davidson County as an insured under the CGL, using ISO additional insured endorsement CG 20 37 or CG 20 26 or a substitute providing equivalent coverage and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Metro. There shall be no endorsement or modification of the CGL to make

it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

- b Automobile Liability Insurance; including vehicles owned, hired, and non-owned, with a limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage. Such 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 the Agency in the performance of this contract.
- c Workers' Compensation Insurance. The Agency shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$100,000. The Agency 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 the Agency's workers' compensation insurance coverage.
- d Professional Liability Insurance with limits of not less than \$1,000,000.00.
- e Other Insurance Requirements. The Agency shall:
 - i. Prior to commencement of services, 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 Metro's Law Department, Metropolitan Courthouse, Suite 108, Nashville, TN 37201 except ten (10) days in the event of non-payment of premium. Metro shall not be obligated, however, to review such insurance certificates, policies and/or endorsements, or to advise the Agency of any deficiencies in such documents, and receipt of such documents shall not relieve the Agency from or be deemed a waiver of Metro's right to insist on strict fulfillment of the Agency's obligations herein.
 - ii. Provide certified copies of endorsements and policies if requested by Metro.
 - iii. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
 - iv. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of contract.

- v. Place such insurance with insurer licensed to do 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 Risk Manager.
- vi. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by the Agency's insurance) in the same manner as specified for the Agency. The Agency shall furnish subcontractors' certificates of insurance to Metro prior to the commencement of subcontractors' work. The Agency's commercial general liability insurance should not include CG 2294 or CGT 2295.
- vii. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by Metro prior to the commencement of services.
- viii. If the Agency has or obtains primary and umbrella policies, there shall be no gap between the limits of the primary policies and the deductible features of the excess policies
- ix. The insurer shall agree to waive all rights of subrogation against Metro, its officers, officials, and employees for losses arising from work performed by the Agency for Metro.

13. **Taxes.** MSS shall not be responsible for any taxes that are imposed on the Agency. Furthermore, the Agency understands that it cannot claim exemption from taxes by virtue of any exemption that is provided by Metro.

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

15. **Indemnification and Hold Harmless**

- a The Agency shall indemnify, defend and hold harmless MSS, 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 acts or omissions of the Agency, 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 failure of the Agency, 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 laws.

- b MSS will NOT indemnify, defend or hold harmless in any fashion the Agency from any claims, regardless of any language in any attachment or other document that the Agency may provide.
 - c The Agency shall pay MSS any expenses incurred as a result of the Agency's failure to fulfill an obligation under this Contract, including costs of litigation and attorney fees.
 - d The Agency's duties under this section shall survive the termination or expiration of the Contract.
16. **Force Majeure**. No party shall have any liability to the other hereunder by the reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning an act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar nature beyond its control.
17. **Federal, State and Local Compliance**. The Agency agrees to comply with all applicable federal, state and local laws and regulations in the performance of the Contract.
18. **Governing Law**. The validity, construction and effect of this Contract and all extensions and /or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Agency may provide.
19. **Venue**. Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

20. **Notices**.

MSS:	Metro Social Services
Attn.	Judith Tackett, Homeless Impact Division
Address	PO Box 196300
	Nashville, TN 37219
	615-880-2360
	615-862-6404 (fax)

Agency: Room in the Inn
Attn. Rachel Hester, Director
Address 705 Drexel St
Nashville, TN 37203
615-251-9791
615-251-3274 (fax)

21. **Effective Date**. This Contract shall be binding upon the parties when it has been signed by the Agency and by the representatives of MSS and filed with the office of the Metropolitan Clerk. Once signed, this Contract shall be effective as of the date in paragraph B.1.

[Remainder of this Page Intentionally Left Blank.]

[Signature Page Follows.]

CONTRACTOR:

ROOM IN THE INN

BY: Rachel Hester
Rachel Hester, Director

Sworn to and subscribed to before me, a
Notary Public, this 3rd
day of November, 2020,
by Rachel Hester, the

Executive Director of
CONTRACTOR and duly authorized to
execute this instrument on **CONTRACTOR's**
behalf.

[Signature]
Notary Public
My Commission Expires 7-9-22



THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECOMMENDED:



Renee Pratt, Executive Director Social Services

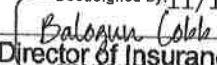
APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by: 11/19/2020


Director of Finance


 

APPROVED AS TO INSURANCE:

DocuSigned by: 11/19/2020


Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by: 11/24/2020


Assistant Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Date: _____