

Grant contract between the Metropolitan Government of Nashville and Davidson County and NASHVILLE ZOO, Contract # _____ April 2, 2024

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
NASHVILLE ZOO**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and NASHVILLE ZOO, ("Recipient"), is for the provision of high-quality enrichment activity support for summer program, 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. Schedule and Content

This funding may be used between May –June 2024 for summer enrichment and field trip purposes for youth in the programs.

NAZA-funded summer enrichment activities should provide options to support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. The enrichment activity should intentionally infuse opportunities for youth to participate in educational, cultural, career exploration opportunities. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical opportunity under this fund should be focused on providing:

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enhancement partners, and/or
- Field Trips to various institutions for educational/cultural/career exploration purposes to enhance youth learning, development and exposure.

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

- 1) rt **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.
- 2) rt **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.
- 3) rt **Attendance:** Recipient commits to maintain daily attendance. Updating with the NAZA attendance tracking tool (Salesforce) on a weekly basis is an option but not required. This option requires a computer or any other device with internet access. Recipient staff will ensure that youth sign-in with their given first and last name

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daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance on the sign-in sheet/daily attendance log must be maintained and will be requested on the NAZA summer narrative report.

4) *rt* **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

5) *rt* **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

6) *rt* **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.

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- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Programs are strongly encouraged to use NAZA enrollment form and attendance management system.

In summary, the Recipient will commit to the following:

1. Delivering quality summer enrichment option locations identified in the NAZA Summer Enrichment Grant Application.
2. Submitting actual number of youths attended and photos and supporting documentation related to fee-based programs
3. Serving at least 90 percent of the number of youths the Agency projected to serve for the Summer Enrichment 2024 (May-June), reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements

Violation or breach of this scope may result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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 May 20, 2024, and ending on June 30, 2024.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$2,400.00 (Youth Participation Assistance 6 slots for summer)** 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.

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C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.

C.3 **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan and final reports, not to exceed the maximum liability established in Section C.1.

The recipient will receive a one-time reimbursement-based payment based on the actually reported expenses not to exceed the approved amount in the contract.

The recipient must send the final report and invoice no later than July 10, 2024 to be reimbursed for the expenses. Invoices received after that date will not be processed.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. **Reporting**

Expenditure Report. All Recipients will submit an expenditure report. Report templates will be provided by NAZA.

All grantees must submit expenditure report by July 10th, 2024 to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this 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.

Program Report

All summer grantees must submit programmatic report to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due by July 10th.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template.

C.5. **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.

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- C.6. **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 (see Metro Grants Manual for the list of unallowable costs).
- C.7. **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.8. **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.9. **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 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. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
 - D.5. **Termination -Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
 - D.6. **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.

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Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

- D.7. **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 completed or performed relative to this Grant Contract.
- D.8. **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.9. **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.10. **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.11. **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.12. **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.12.1 Proof of Insurance

During the term of this Contract, for any and 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 insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.12.2 General Liability Insurance

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

D.12.3 Automobile Liability Insurance

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

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D.12.4 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.12.5 Sexual Molestation and Abuse Insurance

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

D.12.6 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.12.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting 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

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.

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

D.14. **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.15. **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.

D.16. **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.17. **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.18. **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.

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- D.19. **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.20. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.21. **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. 22. **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.23. **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 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.24. **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.

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Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894 phone

For inquiries regarding invoices:
Nashville Public Library
Teriz.Fahmy@Nashville.Gov
615 Church Street
Nashville, TN 37219
615-862-5800 Ext. 73731

Recipient

Roger Torbert Director of Education
Nashville Zoo
Address: 3777 Nolensville Pike,
Nashville, TN 37211
Phone # 615-833-7534

D.25. **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.26. **Certification Regarding Debarment and Convictions.**

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;

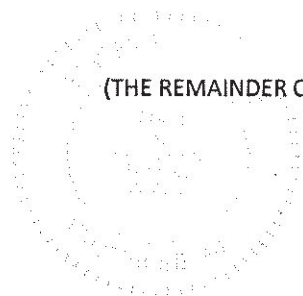
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- iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).
- D.27. **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 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.

Annexes

The following annexes constitute part of this contract:

- Annex 1 – Metro Invoice Template
- Annex 2 – Expenditure Report Template
- Annex 3 – Budget



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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke
EE49BFD9F034BF...
Interim Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw
Director of Finance

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE

Balogun Cobb
Director of Insurance

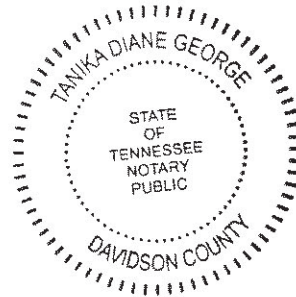
RECIPIENT: NASHVILLE ZOO

By: [Signature]


Name: Roger Torbert
Director of Education

Sworn to and subscribed to before me a Notary Public, this 5
day of April, 2024

Notary Public



My Commission expires 4/5/25

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA			
Funds For FY 2024 Program			
ORGANIZATION NAME		Nashville Zoo	CONTRACT # (Office Use):
PROGRAM NAME		Summer Camp	START DATE: 20-May-24
ADDRESS		3777 Nolensville Pike	END DATE: 30-Jun-24
CITY, STATE & ZIP		Nashville, TN 37211	CONTACT PERSON: Roger Torbert
FEDERAL ID # (EIN)		62-1411210	CONTACT TELEPHONE: (615) 627 - 3044
COST CATEGORIES	TOTAL BUDGET REQUEST	Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)	BUDGET EXPLANATION/DETAILS
Summer Programs		Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)	Summer program funded in this cycle is July 1-31,2022 and June 1- 30, 2023 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
Salaries and Wages	0.00	0.00	Number of staff x Number of hours and hourly rate charged to this grant or percentage of
Benefits and Taxes	0.00	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant
Total Personnel Expenses	0.00	0.00	
Office Supplies	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Communications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Postage and Shipping	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Occupancy	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Equipment Rental and Maintenance	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Printing and Publications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Travel/Conferences & Meetings	0.00	0.00	Milage, parking and other travel unit cost and unit number
Insurance	0.00	0.00	Unit cost or % of total cost charged to this grant
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	0.00	0.00	Per youth average cost or cost per purchase type
Field Trips	0.00	0.00	Per youth average cost or cost per trip and estimated number of youth participating
Professional Fees/Enhancement partners	0.00	0.00	Any contracted services, including external enhancement partners- cost per contract or per
Other Non-Personnel	2,400.00	0.00	6 Summer Camp Registrations at \$400 each. Includes 5 days of camp, camp t-shirt and access to before/after care. (Lunch NOT included)
Indirect Cost	0.00	0.00	Partners can choose to budget either separate line items above or request an indirect cost of
Total Non-personnel	2,400.00	0.00	
Summer sub-total	2,400.00	0.00	
TOTAL	#REF!	#REF!	
RECIPIENT	Roger Torbert		
AUTHORIZED SIGNATURE:			
TITLE	Director of Education		
DATE	4/4/2024		

Grant contract between the Metropolitan Government of Nashville and Davidson County and Pass the Beauty, Inc., Contract # _____ April 24, 2024

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
PASS THE BEAUTY, INC.**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and PASS THE BEAUTY, INC., ("Recipient"), is for the provision of high-quality enrichment activity support for summer program, 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. Schedule and Content

This funding may be used between May –June 2024 for summer enrichment and field trip purposes for youth in the programs.

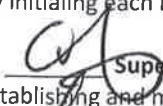

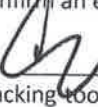
NAZA-funded summer enrichment activities should provide options to support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. The enrichment activity should intentionally infuse opportunities for youth to participate in educational, cultural, career exploration opportunities. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical opportunity under this fund should be focused on providing:

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enhancement partners, and/or
- Field Trips to various institutions for educational/cultural/career exploration purposes to enhance youth learning, development and exposure.

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

- 1)  **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.
- 2)  **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.
- 4)  **Attendance:** Recipient commits to maintain daily attendance. Updating with the NAZA attendance tracking tool (Salesforce) on a weekly basis is an option but not required. This option requires a computer or any other device with internet access. Recipient staff will ensure that youth sign-in with their given first and last name

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daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance on the sign-in sheet/daily attendance log must be maintained and will be requested on the NAZA summer narrative report.

5) ab **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) ef **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) ef **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

8) ef **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.

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- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Programs are strongly encouraged to use NAZA enrollment form and attendance management system.

In summary, the Recipient will commit to the following:

1. Delivering quality summer enrichment option locations identified in the NAZA Summer Enrichment Grant Application;
2. Submitting actual number of youths attended and photos and supporting documentation related to fee-based programs
3. Serving at least 90 percent of the number of youth the Agency projected to serve for the Summer Enrichment 2024 (May-June), reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements

Violation or breach of this scope may result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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 May 20, 2024 and ending on June 30, 2024.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$4490.00 (Summer Enrichment Field Trip for 50 slots)** 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Pass the Beauty, Inc., Contract # _____ April 24, 2024

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. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.

C.3 **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan and final reports, not to exceed the maximum liability established in Section C.1.

The recipient will receive a one-time reimbursement-based payment based on the actually reported expenses not to exceed the approved amount in the contract.

The recipient must send the final report and invoice no later than July 10, 2024 to be reimbursed for the expenses. Invoices received after that date will not be processed.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. **Reporting**

Expenditure Report. All Recipients will submit an expenditure report. Report templates will be provided by NAZA.

All grantees must submit expenditure report by July 10th, 2024 to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this 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.

Program Report

All summer grantees must submit programmatic report to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due by July 10th.

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Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template.

- C.5. **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.6. **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 (see [Metro Grants Manual](#) for the list of unallowable costs).
- C.7. **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.8. **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.9. **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 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. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
 - D.5. **Termination - Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant

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Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **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.7. **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 completed or performed relative to this Grant Contract.
- D.8. **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.9. **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.10. **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.11. **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.12. **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.12.1 Proof of Insurance

During the term of this Contract, for any and 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 insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

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D.12.2 General Liability Insurance

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

D.12.3 Automobile Liability Insurance

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

D.12.4 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.12.5 Sexual Molestation and Abuse Insurance

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

D.12.6 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.12.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Pass the Beauty, Inc., Contract # _____ April 24, 2024

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.13. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.14. **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.15. **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.
- D.16. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Pass the Beauty, Inc., Contract # _____ April 24, 2024

- D.17. **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.18. **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.19. **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.20. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.21. **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. 22. **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.23. **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 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

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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.24. **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
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894 phone

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Cintoria Franklin, Founder
Pass the Beauty, Inc.
7029 S Hampton Blvd.
Antioch, TN 37013
615-821-6669

- D.25. **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.26. **Certification Regarding Debarment and Convictions.**

- a. Recipient certifies that Recipient, and its current and future principals:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Pass the Beauty, Inc., Contract # _____ April 24, 2024

- i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.27. **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 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.

Annexes

The following annexes constitute part of this contract:

Annex 1 – Metro Invoice Template

Annex 2 – Expenditure Report Template

Annex 3 – Budget

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke
EE49BFD9F034BF...
Interim Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw
Director of Finance

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE :

Balogun Cobb
Director of Insurance

RECIPIENT: Pass the Beauty, Inc.

By: [Signature]

Name: Cintoria Franklin
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public, this
day of 24, 2024

Notary Public Tracey Wood



My Commission expires November 2, 2026

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA			
Funds For FY 2024 Program			
ORGANIZATION NAME	Pass the Beauty	CONTRACT # (Office Use):	
PROGRAM NAME	PTB Summer Program	START DATE: June 1, 2024	
ADDRESS	029 S. Hampton Blvd.	END DATE: June 30, 2024	
CITY, STATE & ZIP	Antioch, TN 37013	CONTACT PERSON: Cintoria Franklin	
FEDERAL ID # (EIN)		CONTACT TELEPHONE	615-821-6669
COST CATEGORIES	TOTAL BUDGET REQUEST	<u>Optional Match Funds</u> (If you are co-investing in other fund sources for this program please fill out respective line items. For our	BUDGET EXPLANATION/DETAILS
Summer Programs		<u>Optional Match Funds</u> (If you are co-investing in other fund sources for this program please fill out respective line items. For our	Summer program funded in this cycle is July 1-31,2022 and June 1- 30, 2023 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
Salaries and Wages	0.00	8,000.00	Camp co-directors, \$25 an hour x 40 hours a week x 4 weeks
Benefits and Taxes	0.00	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant
Total Personnel Expenses	0.00	8,000.00	
Office Supplies	0.00	350.00	Estimated unit number and unit cost or % of total cost charged to this grant
Communications	0.00	400.00	Estimated unit number and unit cost or % of total cost charged to this grant
Postage and Shipping	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Occupancy	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Equipment Rental and Maintenance	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Printing and Publications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Travel/Conferences & Meetings	2,000.00		Two day bus rental
Insurance	0.00	0.00	Unit cost or % of total cost charged to this grant
Learning software, programs, games, food,	1,300.00	7,000.00	Food for youth, \$10 per youth x 50 youth and 10 youth interns x 2 field trips, take home
Field Trips	1,190.00	0.00	\$32 per youth x 50 youth and 10 youth interns for two field trips, \$40x 5adult chaperones
Professional Fees/Enhancement partners	0.00	0.00	Any contracted services, including external enhancement partners- cost per contract or per
Other Non-Personnel	0.00	0.00	Anything else that is part of programming cost but is not listed
Indirect Cost	0.00	0.00	Partners can choose to budget either separate line items above or request an indirect cost of
Total Non-personnel	4,490.00	7,750.00	
Summer sub-total	4,490.00	15,750.00	
TOTAL	4,490.00	15,750.00	
RECIPIENT	Cintoria Franklin		
AUTHORIZED SIGNATURE:	Cintoria Franklin		
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> </div>			
TITLE	Founder		
DATE	04/27/2024		

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocketown of Middle Tennessee, Contract # _____ April 2, 2024

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
ROCKETOWN OF MIDDLE TENNESSEE**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and ROCKETOWN OF MIDDLE TENNESSEE, ("Recipient"), is for the provision of high-quality enrichment activity support for summer program, 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. Schedule and Content

This funding may be used between May –June 2024 for summer enrichment and field trip purposes for youth in the programs.




NAZA-funded summer enrichment activities should provide options to support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. The enrichment activity should intentionally infuse opportunities for youth to participate in educational, cultural, career exploration opportunities. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical opportunity under this fund should be focused on providing:

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enhancement partners, and/or
- Field Trips to various institutions for educational/cultural/career exploration purposes to enhance youth learning, development and exposure.





Requirements for Programming

By initialing each item below, Recipient agrees to the following:

- 1)  **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.
- 2)  **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.
- 3)  **Attendance:** Recipient commits to maintain daily attendance. Updating with the NAZA attendance tracking tool (Salesforce) on a weekly basis is an option but not required. This option requires a computer or any other device with internet access. Recipient staff will ensure that youth sign-in with their given first and last name

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rockettown of Middle Tennessee, Contract # _____ April 2, 2024

daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance on the sign-in sheet/daily attendance log must be maintained and will be requested on the NAZA summer narrative report.

- 4)  **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
- 5)  **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.
- 6)  **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.
- 7)  **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocketown of Middle Tennessee, Contract # _____ April 2, 2024

- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Programs are strongly encouraged to use NAZA enrollment form and attendance management system.

In summary, the Recipient will commit to the following:

1. Delivering quality summer enrichment option locations identified in the NAZA Summer Enrichment Grant Application;
2. Submitting actual number of youths attended and photos and supporting documentation related to fee-based programs
3. Serving at least 90 percent of the number of youth the Agency projected to serve for the Summer Enrichment 2024 (May-June), reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements

Violation or breach of this scope may result in termination of the contract.

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.

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 May 20, 2024 and ending on June 30, 2024.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **5,000.00 (Youth Participation Assistance for 650 slots for summer)** 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rockettown of Middle Tennessee, Contract # _____ April 2, 2024

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. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.

C.3 **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan and final reports, not to exceed the maximum liability established in Section C.1.

The recipient will receive a one-time reimbursement-based payment based on the actually reported expenses not to exceed the approved amount in the contract.

The recipient must send the final report and invoice no later than July 10, 2024 to be reimbursed for the expenses. Invoices received after that date will not be processed.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. **Reporting**

Expenditure Report. All Recipients will submit an expenditure report. Report templates will be provided by NAZA.

All grantees must submit expenditure report by July 10th, 2024 to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this 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.

Program Report

All summer grantees must submit programmatic report to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due by July 10th.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rockettown of Middle Tennessee, Contract # _____ April 2, 2024

- C.5. **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.6. **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 (see [Metro Grants Manual](#) for the list of unallowable costs).
- C.7. **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.8. **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.9. **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 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. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination -Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocketown of Middle Tennessee, Contract # _____ April 2, 2024

- D.6. **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.7. **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 completed or performed relative to this Grant Contract.
- D.8. **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.9. **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.10. **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.11. **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.12. **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.12.1 Proof of Insurance

During the term of this Contract, for any and 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 insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.12.2 General Liability Insurance

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocketown of Middle Tennessee, Contract # _____ April 2, 2024

D.12.3 Automobile Liability Insurance

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

D.12.4 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.12.5 Sexual Molestation and Abuse Insurance

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

D.12.6 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.12.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting 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

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

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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.13. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.14. **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.15. **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.

- D.16. **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.17. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocketown of Middle Tennessee, Contract # _____ April 2, 2024

- D.18. **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.19. **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.20. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.21. **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. 22. **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.23. **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 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rockettown of Middle Tennessee, Contract # _____ April 2, 2024

D.24. **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
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894 phone

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Mark Weller
Rockettown of Middle Tennessee
Address: 601 4th Ave South
Nashville, TN 37210
Phone # 615-843-4001

D.25. **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.26. **Certification Regarding Debarment and Convictions.**

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocketown of Middle Tennessee, Contract # _____ April 2, 2024

- ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).
- D.27. **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 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.

Annexes

The following annexes constitute part of this contract:

- Annex 1 – Metro Invoice Template
- Annex 2 – Expenditure Report Template
- Annex 3 – Budget

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke
EE49BFDF9F034BF
Interim Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

FILED IN THE OFFICE OF THE CLERK:

Kevin Crumbo/mjw

Metropolitan Clerk

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

APPROVED AS TO RISCK OF INSURANCE :

Balogun Cobb

Director of Insurance

RECIPIENT: Rockettown of Middle Tennessee

By: *[Signature]*

Name: Mark Weller
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public, this 2nd
day of April, 2024.

Notary Public *[Signature]*

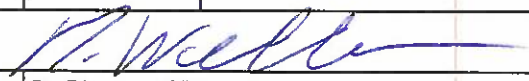


My Commission expires 5/22/27.

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2024 Program**

ORG NAME: ROCKETOWN OF MIDDLE TN		CONTRACT # (Office Use):	
PROGRAM: SKATE CAMP		START DATE: 6/1/2024	
601 4th Ave S		END DATE: 6/30/24	
Nashville, TN 37210		CONTACT PERSON: MARK WELLER	
FEDERAL ID # 62-1571573		CONTACT TELEPHONE: 615.843.4007	

COST CATEGORIES	TOTAL BUDGET REQUEST	Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)	BUDGET EXPLANATION/DETAILS
Summer Programs		Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)	Summer program funded in this cycle is July 1-31,2022 and June 1-30, 2023 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
Salaries and Wages	0.00	0.00	Paid by Rocketown through our fundraising event, Comedy for a Cause, and social media campaign
Benefits and Taxes	0.00	0.00	Paid by Rocketown through our fundraising event, Comedy for a Cause, and social media campaign
Total Personnel Expenses	0.00	0.00	
Office Supplies	0.00	0.00	Paid by Rocketown through our fundraising event, Comedy for a Cause, and social media campaign
Communications	0.00	0.00	Paid by Rocketown through our fundraising event, Comedy for a Cause, and social media campaign
Postage and Shipping	0.00	0.00	Paid by Rocketown through our fundraising event, Comedy for a Cause, and social media campaign
Occupancy	0.00	0.00	N/A
Equipment Rental and Maintenance	0.00	0.00	Paid by Rocketown through our fundraising event, Comedy for a Cause, and social media campaign
Printing and Publications	0.00	0.00	Paid by Rocketown through our fundraising event, Comedy for a Cause, and social media campaign
Travel/Conferences & Meetings	0.00	0.00	N/A
Insurance	0.00	0.00	Paid by Rocketown through our fundraising event, Comedy for a Cause, and social media campaign
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	3,200.00	0.00	\$140/wk - Snacks \$70/wk - Pizza for Skate Night \$450/wk - Thursday night family celebration/showcase (60-80 ppl/wk) \$200 - Juneteenth Celebration \$360 - Tshirts
Field Trips	0.00	0.00	N/A
Professional Fees/Enhancement partners	1,800.00	0.00	2 contracted adult skateboarding experts at \$225 each per week
Other Non-Personnel	0.00	0.00	N/A
Indirect Cost	0.00	0.00	Paid by Rocketown through our fundraising event, Comedy for a Cause, and social media campaign
Total Non-personnel	5,000.00	0.00	
Summer total	5,000.00	0.00	
	#REF!	#REF!	
RECIPIENT			
AUTHORIZED SIGNATURE:			



TITLE	Sr. Director of Development		
DATE	3/26/24		

Grant contract between the Metropolitan Government of Nashville and Davidson County and Team CJ Colas Uterine Cancer Foundation, Contract # _____ April 2, 2024

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
TEAM CJ COLAS UTERINE CANCER FOUNDATION**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Team CJ Colas Uterine Cancer Foundation**, ("Recipient"), is for the provision of high-quality enrichment activity support for summer program, 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. Schedule and Content

This funding may be used between May –June 2024 for summer enrichment and field trip purposes for youth in the programs.

NAZA-funded summer enrichment activities should provide options to support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. The enrichment activity should intentionally infuse opportunities for youth to participate in educational, cultural, career exploration opportunities. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical opportunity under this fund should be focused on providing:

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enhancement partners, and/or
- Field Trips to various institutions for educational/cultural/career exploration purposes to enhance youth learning, development and exposure.

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

- 1) CC **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.
- 2) CC **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.
- 3) CC **Attendance:** Recipient commits to maintain daily attendance. Updating with the NAZA attendance tracking tool (Salesforce) on a weekly basis is an option but not required. This option requires a computer or any

Grant contract between the Metropolitan Government of Nashville and Davidson County and Team CJ Colas Uterine Cancer Foundation, Contract # _____ April 2, 2024

other device with internet access. Recipient staff will ensure that youth sign-in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance on the sign-in sheet/daily attendance log must be maintained and will be requested on the NAZA summer narrative report.

4) CC **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

5) CC **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

6) CC **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

7) CC **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Team CJ Colas Uterine Cancer Foundation, Contract # _____ April 2, 2024

- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Programs are strongly encouraged to use NAZA enrollment form and attendance management system.

In summary, the Recipient will commit to the following:

1. Delivering quality summer enrichment option locations identified in the NAZA Summer Enrichment Grant Application;
2. Submitting actual number of youths attended and photos and supporting documentation related to fee-based programs
3. Serving at least 90 percent of the number of youth the Agency projected to serve for the Summer Enrichment 2024 (May-June), reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements

Violation or breach of this scope may result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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 May 20, 2024 and ending on June 30, 2024.
- C. **PAYMENT TERMS AND CONDITIONS:**
 - C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$4,000.00 (Enhancement Partner for 60 slots)** 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Team CJ Colas Uterine Cancer Foundation, Contract # _____ April 2, 2024

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. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.

C.3 **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan and final reports, not to exceed the maximum liability established in Section C.1.

The recipient will receive a one-time reimbursement-based payment based on the actually reported expenses not to exceed the approved amount in the contract.

The recipient must send the final report and invoice no later than July 10, 2024 to be reimbursed for the expenses. Invoices received after that date will not be processed.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. **Reporting**

Expenditure Report. All Recipients will submit an expenditure report. Report templates will be provided by NAZA.

All grantees must submit expenditure report by July 10th, 2024 to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this 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.

Program Report

All summer grantees must submit programmatic report to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due by July 10th.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Team CJ Colas Uterine Cancer Foundation, Contract # _____ April 2, 2024

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template.

- C.5. **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.6. **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 (see Metro Grants Manual for the list of unallowable costs).
- C.7. **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.8. **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.9. **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 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. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination -Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the

Grant contract between the Metropolitan Government of Nashville and Davidson County and Team CJ Colas Uterine Cancer Foundation, Contract # _____ April 2, 2024

Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **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.7. **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 completed or performed relative to this Grant Contract.
- D.8. **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.9. **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.10. **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.11. **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.12. **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.12.1 Proof of Insurance

During the term of this Contract, for any and 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Team CJ Colas Uterine Cancer Foundation, Contract # _____ April 2, 2024

amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.12.2 General Liability Insurance

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

D.12.3 Automobile Liability Insurance

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

D.12.4 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.12.5 Sexual Molestation and Abuse Insurance

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

D.12.6 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.12.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Team CJ Colas Uterine Cancer Foundation, Contract # _____ April 2, 2024

PO BOX 196300
NASHVILLE, TN 37219-6300

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

D.14. **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.15. **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.16. **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.17. **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.18. **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.19. **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.20. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.21. **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. 22. **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.23. **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

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for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under 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.24. **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
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894 phone

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

CJ Colas
Team CJ Colas Uterine Cancer Foundation
Address: PO Box 2093
Antioch, TN 37011
Phone # 786-925-2025

D.25. **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.

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D.26. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.27. 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 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.

Annexes

The following annexes constitute part of this contract:

- Annex 1 – Metro Invoice Template
- Annex 2 – Expenditure Report Template
- Annex 3 – Budget

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke
EE49BFD9F034BF...
Interim Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw
Director of Finance

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb
Director of Insurance

RECIPIENT: Team CJ Colas Uterine Cancer Foundation

By: [Signature]

Name: CJ Colas
Title: Founder

Sworn to and subscribed to before me a Notary Public, this 5th
day of April, 2024

Notary Public
[Signature]

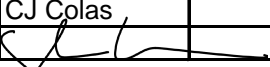


My Commission expires 10/4/2027

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2024 Program

ORGANIZATION NAME	s Uterine Cancer Foundation	CONTRACT # (Office Use):	
PROGRAM NAME	JCOlas Youth Summer	START DATE:	6/17/2024
ADDRESS	Hickory Hollow Pkwy	END DATE:	6/28/2024
CITY, STATE & ZIP	ntioch, TN 37013	CONTACT PERSON	CJ Colas
FEDERAL ID # (EIN)	82-1722016	CONTACT TELEPHONE	(615) __ 828 ____ - __ 9487

COST CATEGORIES	TOTAL BUDGET REQUEST	Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)	BUDGET EXPLANATION/DETAILS
Summer Programs		Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)	Summer program funded in this cycle is July 1-31,2022 and June 1- 30, 2023 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
Salaries and Wages	0.00	0.00	
Benefits and Taxes	0.00	0.00	
Total Personnel Expenses	0.00	0.00	
Office Supplies	0.00	0.00	
Communications	0.00	0.00	
Postage and Shipping	0.00	0.00	
Occupancy	0.00	0.00	
Equipment Rental and Maintenance	0.00	0.00	
Printing and Publications	0.00	0.00	
Travel/Conferences & Meetings	0.00	0.00	
Insurance	0.00	0.00	
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	3,400.00	3,400.00	Art Supplies, food, activies, book, etc.
Field Trips	0.00	0.00	
Professional Fees/Enhancement partners	600.00	600.00	The Moving Canvas Art company
Other Non-Personnel	0.00	0.00	
Indirect Cost	0.00	0.00	
Total Non-personnel	4,000.00	4,000.00	
Summer sub-total	4,000.00	4,000.00	
TOTAL	4,000.00	4,000.00	

RECIPIENT	CJ Colas		
AUTHORIZED SIGNATURE:			

TITLE	Founder & CEO		
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DATE	3/26/2024		
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Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Empowerment through Arts and Humanities, Contract # _____ April 2, 2024

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
YOUTH EMPOWERMENT THROUGH ARTS AND HUMANITIES**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and Youth Empowerment through Arts and Humanities, ("Recipient"), is for the provision of high-quality enrichment activity support for summer program, 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. Schedule and Content

This funding may be used between May –June 2024 for summer enrichment and field trip purposes for youth in the programs.

NAZA-funded summer enrichment activities should provide options to support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. The enrichment activity should intentionally infuse opportunities for youth to participate in educational, cultural, career exploration opportunities. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical opportunity under this fund should be focused on providing:

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enhancement partners, and/or
- Field Trips to various institutions for educational/cultural/career exploration purposes to enhance youth learning, development and exposure.

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

- 1) MM **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.
- 2) MM **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.
- 3) MM **Attendance:** Recipient commits to maintain daily attendance. Updating with the NAZA attendance tracking tool (Salesforce) on a weekly basis is an option but not required. This option requires a computer or any other device with internet access. Recipient staff will ensure that youth sign-in with their given first and last name

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daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance on the sign-in sheet/daily attendance log must be maintained and will be requested on the NAZA summer narrative report.

4) MM **Meals Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

5) MM **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

6) MM **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

7) MM **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.

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- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Programs are strongly encouraged to use NAZA enrollment form and attendance management system.

In summary, the Recipient will commit to the following:

1. Delivering quality summer enrichment option locations identified in the NAZA Summer Enrichment Grant Application;
2. Submitting actual number of youths attended and photos and supporting documentation related to fee-based programs
3. Serving at least 90 percent of the number of youth the Agency projected to serve for the Summer Enrichment 2024 (May-June), reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements

Violation or breach of this scope may result in termination of the contract.

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.

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 May 20, 2024 and ending on June 30, 2024.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **4,950.00 (Youth Participation Assistance for 50 slots and Enhancement Partner)** 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Empowerment through Arts and Humanities, Contract # April 2, 2024

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. Use of Funds. NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.

C.3 Payment Methodology. The Recipient will only be compensated for actual costs based upon the Grant Spending Plan and final reports, not to exceed the maximum liability established in Section C.1.

The recipient will receive a one-time reimbursement-based payment based on the actually reported expenses not to exceed the approved amount in the contract.

The recipient must send the final report and invoice no later than July 10, 2024 to be reimbursed for the expenses. Invoices received after that date will not be processed.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting
Expenditure Report. All Recipients will submit an expenditure report. Report templates will be provided by NAZA.

All grantees must submit expenditure report by July 10th, 2024 to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this 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.

Program Report

All summer grantees must submit programmatic report to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due by July 10th.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Empowerment through Arts and Humanities, Contract # April 2, 2024

- C.5. **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.6. **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 (see Metro Grants Manual for the list of unallowable costs).
- C.7. **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.8. **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.9. **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 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. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination -Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

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- D.6. **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.7. **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 completed or performed relative to this Grant Contract.
- D.8. **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.9. **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.10. **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.11. **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.12. **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.12.1 Proof of Insurance**
During the term of this Contract, for any and 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 insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.
- D.12.2 General Liability Insurance**
In the amount of one million (\$1,000,000.00) dollars

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D.12.3 Automobile Liability Insurance

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

D.12.4 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.12.5 Sexual Molestation and Abuse Insurance

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

D.12.6 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.12.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting 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

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

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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.13. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.

D.14. 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.15. 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.

D.16. 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.17. 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.

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- D.18. **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.19. **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.20. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.21. **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. 22. **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.23. **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 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.

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D.24. 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
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894 phone

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient Mariela Moscoso
Youth Empowerment through Arts and Humanities (YEAH!)
Address: Box 160964
Nashville, TN 37216
Phone # 917-922-2894

Executive Director

D.25. 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.26. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:

NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terri Luke

EE49BFD9F034BF...
Interim Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw

Director of Finance

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb

Director of Insurance

RECIPIENT: Youth Empowerment through Arts and
Humanities

By:

Name: Mariela Moscoso
Title: Executive Director

Sworn to and subscribed to before me a Notary Public, this *9th*
day of *April*, 202*4*

Notary Public



My Commission expires *1-11-2026*

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA

Funds For FY 2024 Program

ORGANIZATION NAME	YEAH!	CONTRACT # (Office Use):	
PROGRAM NAME	YEAH! Rocks	START DATE:	June 3, 2024
ADDRESS	PO Box 160964	END DATE:	June 8, 2024
CITY, STATE & ZIP	Nashville, TN 37216	CONTACT PERSON	Mariela Moscoso
FEDERAL ID # (EIN)	77-0662610	CONTACT TELEPHONE	(917) 922-2894

COST CATEGORIES	TOTAL BUDGET REQUEST	Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)	BUDGET EXPLANATION/DETAILS
Summer Programs		Optional Match Funds (If you are co-investing in other fund sources for this program please fill out respective line items. For our information only)	Summer program funded in this cycle is July 1-31,2022 and June 1- 30, 2023 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
Salaries and Wages	0.00	0.00	Number of staff x Number of hours and hourly rate charged to this grant or percentage of
Benefits and Taxes	0.00	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant
Total Personnel Expenses	0.00	0.00	
Office Supplies	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Communications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Postage and Shipping	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Occupancy	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Equipment Rental and Maintenance	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Printing and Publications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Travel/Conferences & Meetings	0.00	0.00	Milage, parking and other travel unit cost and unit number
Insurance	0.00	0.00	Unit cost or % of total cost charged to this grant
Learning software, programs, games,	3,150.00	0.00	Per youth average cost or cost per purchase type
Field Trips	0.00	0.00	Per youth average cost or cost per trip and estimated number of youth participating
Professional Fees/Enhancement partners	1,800.00	0.00	Any contracted services, including external enhancement partners- cost per contract or per
Other Non-Personnel	0.00	0.00	Anything else that is part of programming cost but is not listed
Indirect Cost	0.00	0.00	Partners can choose to budget either separate line items above or request an indirect cost of
Total Non-personnel	4,950.00	0.00	
Summer sub-total	4,950.00	0.00	
TOTAL	#REF!	#REF!	
RECIPIENT			
AUTHORIZED SIGNATURE:			

Mariela Moscoso, Executive Director			
03/26/2024			