

Resolution No. _____

A resolution appropriating a total of \$200,000 from the Office of Family Safety to various nonprofit organizations selected to receive Community Partnership Fund grants.

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

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

WHEREAS, the Office of Family Safety has accepted applications from nonprofit organizations to receive Community Partnership Fund grants; and,

WHEREAS, the Mayor has accepted the recommendations of the Office of Family Safety that \$200,000 in Community Partnership Fund grants should be disbursed to specific nonprofit organizations; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that these funds be appropriated to these nonprofit organizations.

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

Section 1. There is hereby appropriated \$200,000 from the Office of Family Safety to nonprofit organizations as follows:

- a) \$50,000 to The Mary Parrish Center to provide housing navigation services to Davidson County Residents; and,
- b) \$50,000 to AGAPE to provide professional, trauma-informed services, assistance, referrals, and assessments; and,
- c) \$40,000 to The Nashville Children's Alliance (NCA) to provide comprehensive wrap-around assistance, services and referrals to families in crisis due to allegations of child maltreatment; and,
- d) \$40,000 to Sexual Assault Center (SAC) to provide forensic exams at SAC's SAFE Clinic and therapy sessions to Spanish-speaking Davidson County victim/survivors of sexual assault; and,
- e) \$10,000 to The YWCA of Nashville and Middle Tennessee (YWCA) to enhance capacity to respond to the anticipated increase in high-risk LAP calls on YWCA Nashville's 24-hour crisis & support helpline as well as sustain and support the provision of comprehensive services such as therapy and case management for survivor-defendants through the Survivors First diversion program.
- f) \$10,000 to Pass Beauty, Inc. to serve women annually through the Beauty and Wellness Peer Support Circles and provide individual mentorship to women and young adults facing relationship violence.

Section 2. The Metropolitan Government is hereby authorized to enter into grant contracts with the nonprofit organizations listed in Section 1 above for the amounts provided herein and

the purposes stated. Such contracts shall specify the terms and conditions under which the grant funds are to be spent.

Section 3. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

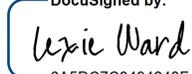
APPROVED AS TO AVAILABILITY
OF FUNDS:


62377A2A8742469...

Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:

6A5DC7C9494243E

Assistant Metropolitan Attorney

Member(s) of Council

**THE MARY PARRISH
CENTER**

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Mary Parrish Center Contract # _____

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND THE MARY PARRISH CENTER**

This Grant Contract issued and entered into pursuant to Substitute BL 2025-833, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and The Mary Parrish Center, ("Recipient"), is for the provision of housing navigation services to Metro's Office of Family Safety high-risk case management clients, further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

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

- i. Provide housing navigation services to OFS high-risk case management clients.
 - a. Assist survivors in finding safe and sustainable affordable housing of their choice.
 - b. Complete a housing assessment with survivors of interpersonal violence.
 - c. Provide short-term housing assistance (e.g., application fees, security deposits, utility costs, etc.) for survivors fleeing interpersonal violence.
 - d. Assist survivors with the lease signing process.
 - e. Provide housing advocacy, including ongoing communication as needed with the landlord.
 - f. Provide safety planning around new housing as needed.
- ii. Serve 25 households or 55 Davidson County OFS high-risk case management clients and their children through housing navigation services.

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 and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing upon contract **July 1, 2025, and ending on June 30, 2026**. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **fifty thousand dollars (\$50,000)**. The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Mary Parrish Center Contract # _____

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

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

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

Recipient must send all invoices to Sean McGuire seanpmcguire@jnsnashville.gov.

Final invoices for the contract period should be received by Sean McGuire by August 15, 2026, Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro's Office of Family Safety Sean McGuire @ seanpmcguire@jnsnashville.gov) within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.

- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.

- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.

- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.

- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Mary Parrish Center Contract # _____

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.3.1 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.3.2. Termination—Notice. Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.

D.3.2.a. The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.

D.3.2.b. Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.3.3. Termination –Funding. The 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 the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant 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.4. Subcontracting. The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit an **Interim Report** by no later than **January 31, 2026**. A **Final Program Report** is to be received by the Office of Family Safety within 45 [forty-five] days (**August 15, 2026**) of the end of the Grant Contract. Said reports shall detail the Recipient's progress on each of the core metrics identified in the grant solicitation and any program specific and/or outcome measure identified in the Recipient's Grant Spending Plan as funded under this Grant Contract.

Additional metrics may be requested over the course of this cycle. Program Reports must be submitted to LaToya Townsend at OFS Finance and Grants
OFSFinanceGrants@jnsnashville.gov.

- D.10. **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.11. **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.11.1 General Liability Insurance

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

D.11.2 Automobile Liability Insurance

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

D.11.3 Sexual Molestation and Abuse Insurance

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

D.11.4 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 Recipient 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Mary Parrish Center Contract # _____

For any claims related to this agreement, Recipient'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 Recipient's insurance and shall not contribute with it.

D.11.5

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

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

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.

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 Recipient 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.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **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. 14. **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.

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(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.15. **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.16. **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.17. **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.18. **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.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.20. **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. 21. **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.

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- D.22. **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.23. **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:
LaToya Townsend
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5159 phone

Latoyatownsend@jnsnashville.gov
ofsfinancegrants@jnsnashville.gov

For enquiries regarding invoices:
Sean McGuire
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5072

seanpmcguire@jnsnashville.gov
ofsfinancegrants@jnsnashville.gov

Recipient

Mary Katherine Rand,
Executive Director
The Mary Parrish Center
P.O. Box 60009
Nashville, TN 37206

- D.24. **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.

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- 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.25. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-1-1 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D. 26 **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.

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Grant contract between the Metropolitan Government of Nashville and Davidson County and The Mary Parrish Center Contract # _____

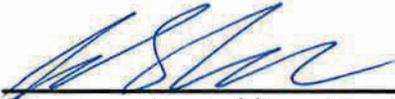
**RECIPIENT: THE MARY PARRISH
CENTER**

By: Mary Katherine Raud

Title: _____

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Mary Parrish Center Contract # _____

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:**



Department Head- Office of Family Safety

APPROVED AS TO AVAILABILITY OF FUNDS

DocuSigned by:
Jennene Reed/mjr

Director of Finance

DocuSigned by:

Aaron Pratt

DB59844A2DF04C4

Office of Management and Budget

APPROVED AS TO RISK AND INSURANCE

DocuSigned by:
Balagun Cobb

Director of Insurance

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Lexie Ward

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY GRANT SPENDING PLAN

RECIPIENT NAME:	The Mary Parrish Center
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 07/01/25 through 06/30/26				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages			\$0.00
	Benefits and Taxes [(PERCENT)]			\$0.00
	Professional Fees			\$0.00
	Supplies			\$0.00
	Communications			\$0.00
	Postage and Shipping			\$0.00
	Occupancy			\$0.00
	Equipment Rental and Maintenance			\$0.00
	Printing and Publications			\$0.00
	Travel/ Conferences and Meetings			\$0.00
	Insurance			\$0.00
	Specific Assistance to Individuals	\$50,000.00		\$50,000.00
	Other Non-Personnel			\$0.00
	GRAND TOTAL	\$50,000.00	\$0.00	\$50,000.00

Specific Assistance to Individuals: Funds will used to support salaries related to therapy and housing navigatic

John Cooper
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE
700 2ND AVENUE SOUTH, SUITE 201
NASHVILLE, TENNESSEE 37210

Metropolitan Government of Nashville and Davidson County Recipient of Direct Appropriation Certifications of Assurance

Recipient Name The Mary Parrish Center

As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall 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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.

A handwritten signature in cursive script that reads "Mary Katherine Rand".

Signature of Authorized Representative
Name: Mary Katherine Rand
Title: Executive Director
Agency Name: The Mary Parrish Center

Date:7/15/25



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement**

Recipient Name The Mary Parrish Center

July 15, 2025

As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: [Non-Profit Grant Resources](#)
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

A handwritten signature in cursive script that reads "Mary Katherine Rand".

Signature of Authorized Representative

Name: Mary Katherine Rand

Title: Executive Director

Agency Name: The Mary Parrish Center

Date: 7/15/25

View results

Respondent

11

Anonymous

62:44

Time to complete

1. Agency/ Organization Name *

The Mary Parrish Center

2. Project Name *

The Mary Parrish Center Housing Navigation Services

3. Funding Amount Requested *

50000

The value must be a number

4. Programmatic Point of Contact Name *

Debora Lambert

5. Programmatic Point of Contact Email Address & Phone Number *

debora@maryparrish.org; 615-256-5959

6. Fiscal Point of Contact Name *

Mary Katherine Rand

7. Fiscal Point of Contact Email Address & Phone Number *

marykatherine@maryparrish.org; 615-256-5959

8. Type of Proposed Service *

- Advocacy
- BIP Pilot (OFS Approved model)
- Court Watch
- Establishing or expanding upon a citywide interpersonal violence survivor voices committee and speakers bureau
- Legal Assistance
- Outreach/Marketing
- Transitional Housing
- Therapy
- Other (special one-time project)

9. Interpersonal Violence Focus (Please mark all that apply) *

- Domestic/Dating Violence
- Vulnerable Adult/Elder Abuse
- Sexual Assault
- Child Abuse
- Human Trafficking
- Stalking

10. **Proposal Abstract:** The Proposal Abstract must provide a summary of the proposed project, including the purpose of the project (including goal and intended outcome), primary activities for which funds are requested, who will benefit (including geographic area to be served), products and deliverables, and how the applicant will measure progress in completing project goals and objectives. Please do not summarize past accomplishments in this section. Briefly describe your agency's experience addressing interpersonal violence. Describe the skills/experience needed for the proposed project. *

The Mary Parrish Center (MPC) serves survivors and their children in the greater Nashville-Davidson County Metro Area who are homeless, or in need of transitional housing, as a result of a situation of domestic violence, dating violence, sexual assault, and/or stalking; and for whom emergency shelter services or other crisis intervention services are unavailable or insufficient.

Since 2002, The MPC has provided a full array of no-cost, comprehensive services to over 10,000 survivors of interpersonal violence which includes domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. Born out of a need identified by advocates in the community, we spent our first seven years assisting victims with the order of protection process and providing support for their next steps.

In 2009, after years of frustration attempting to help survivors find safe, affordable housing, we took on the challenge and developed a program dedicated to providing transitional housing. In addition to safe, individual apartments, the Transitional Housing Program provides a wide range of flexible and optional support services including case management, clinical therapy, crisis intervention, economic empowerment, enrichment activities, financial assistance, housing advocacy, and workforce development.

In 2019, we were granted funding from The US Department of Housing and Urban Development to develop two new programs: our Rapid Re-housing Program and our Coordinated Entry Process specific to survivors of interpersonal violence.

Our survivor-focused programs enhance our residents' autonomy by nurturing their capacity to live independently from their abusers, establish self-sufficiency, and secure permanent housing.

Support from Metro Nashville's Community Partnership Fund will allow The MPC to enhance its work to:

Goal 1. Provide housing navigation services to OFS high-risk case management clients.

- a. Assist survivors in finding safe and sustainable affordable housing of their choice.
- b. Complete a housing assessment with survivors of interpersonal violence.
- c. Provide short-term housing assistance (e.g. application fees, security deposits, utility costs, etc.) for survivors fleeing interpersonal violence.
- d. Assist survivors with the lease signing process.
- e. Provide housing advocacy, including ongoing communication as needed with the landlord.
- f. Provide safety planning around new housing as needed.

The MPC will measure progress towards this goal and activities according to the metrics and outcomes identified in the application and listed below:

- 1) Provide short-term housing assistance to 25 households.
- 2) Assist 25 households in finding safe and sustainable affordable housing of their choice.

With over 16 years' experience providing housing first, trauma-informed, survivor-centered housing to survivors of interpersonal violence, we are well positioned to serve 25 households or 55 Davidson County OFS high-risk case management clients and their children through our housing navigation services.

11. Briefly describe the primary (overarching) goal of your project. Describe why the proposed project is essential for victims of interpersonal violence. *

The MPC's primary goal is to provide housing navigation services to Metro's Office of Family Safety high-risk case management clients, including short-term housing assistance for survivors fleeing interpersonal violence.

Access to safe, affordable housing is one of survivors' greatest, most urgent concerns. Nobody should have to choose between staying in an unsafe home or having no home at all. But too often, that is the choice survivors are faced with.

Our Housing Navigator works out of The Family Safety Center to help survivors seeking advocacy and case management through Metro's Office of Family Safety. In working with an individual survivor, housing search assistance begins with an assessment of the individual's strengths, resources and supports, goals, and barriers to housing.

Understanding the reasons behind previous evictions or utility arrearages can prepare the housing advocate to address those challenges. Housing choice involves a complex array of options influenced by cost, proximity to public transportation, the survivor's employment, access to schools, and the desirability of the rental unit.

Short-term housing assistance is flexible financial assistance used for expenses such as rental assistance, deposits, moving assistance, storage fees, and other cost barriers faced in obtaining housing. Flexible funding is financial support provided to survivors of interpersonal violence to address barriers that exist between the survivor and safe housing stability. It can be used as bridge support to help a survivor transition from temporary shelter to permanent housing, as a strategy to prevent homelessness, including costs that can directly or indirectly impact housing stability, or as a tool used in conjunction with other housing advocacy approaches to address survivors' housing needs.

12. List each project goal and the specific activities this project will fund to accomplish each goal. Include an estimate for the number of unique clients to be served by the project. Describe the proposal's ability to meet Nashville community needs not already met by OFS and its Family Safety Centers. *

At The MPC, we follow a Domestic Violence Housing First model in our transitional housing and rapid re-housing programs. Domestic Violence Housing First is a model using intensive, mobile advocacy and flexible funding to help survivors obtain safe and stable housing. Through our housing programs, we are able to serve over 150 survivors and their children annually and on average over 93% exit to permanent housing. Building off the success we have had in serving survivors through our current housing programs, this past July we entered into a partnership with Metro's Office of Family Safety to help provide housing navigation services to survivors fleeing interpersonal violence who are seeking services at Nashville's Family Safety Center. Specifically, we were able to hire a Housing Navigator through Metro Nashville Government Direct Appropriations.

This partnership was born out of partner meetings where we were able to discuss our respective expertise. Because the housing system can be complex and have resources only housing providers can access, we dreamed of a position where The MPC could provide housing navigation services to case management clients and OFS case managers could continue to provide the intensive, ongoing support services. This dream became a reality when we were awarded Direct Appropriations funding. DA does not, however, include enough funding for short-term housing assistance. We are requesting CPF funding to cover those costs for survivors seeking services through Nashville's Family Safety Centers.

Goal 1. Provide housing navigation services to OFS high-risk case management clients.

- a. Assist survivors in finding safe and sustainable affordable housing of their choice.
- b. Complete a housing assessment with survivors of interpersonal violence.
- c. Provide short-term housing assistance (e.g. application fees, security deposits, utility costs, etc.) for survivors fleeing interpersonal violence.
- d. Assist survivors with the lease signing process.
- e. Provide housing advocacy, including ongoing communication as needed with the landlord.
- f. Provide safety planning around new housing as needed.

We plan to serve 25 households or 55 Davidson County OFS high-risk case management clients and their children through our housing navigation services.

13. Describe how the agency/organization will quantify and measure this project's success in improving public safety and the well-being of the target population. List success metrics for the project including but not limited to the number of clients served. *

- 1) Provide short-term housing assistance to 25 households.
- 2) Assist 25 households in finding safe and sustainable affordable housing of their choice.

14. **Eligibility Criteria:** Describe the safeguards this project will have to ensure that the funds awarded benefit Nashville and Davidson County residents only. *

We accept all referrals through the OFS high-risk case management team. Additionally, all survivors are first entered into Domestic Violence Coordinated Entry (DV-CE). To be eligible for DV-CE, a survivor must be a resident of Davidson County or have fled to Davidson County because of interpersonal violence. We follow the United States Department of Housing and Urban Development (HUD) guidelines on defining homelessness. Persons fleeing/attempting to flee domestic violence fall within the Category 4 definition of homelessness—Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; and (iii) Lacks the resources or support networks to obtain other permanent housing. If a survivor is in shelter or other temporary housing located in Davidson County they are documented as Davidson County residents.

15. Describe how this project will reach underserved and marginalized Nashville & Davidson County residents including LEP individuals. *

Nashville is amidst what has been deemed an affordable housing "crisis." It is ranked in the top ten U.S. cities that are gentrifying the fastest, with 41.9% of renters spending 35% or more of their household income on rent (Metro Social Services, 2023).

Additionally, Tennessee is consistently ranked in the top 10 most dangerous states for women, with Metro Nashville Police Department reporting 25,584 cases of domestic violence (including 12 homicides) in 2024 alone. Further, every single day in the state of TN, 282 domestic violence hotline calls are answered, with 79 requests for services going unmet, 97% of which are for housing (National Network to End Domestic Violence, 2024).

This trend is likely the result of declining economic conditions for low-income Nashvillians, which was of course exacerbated by the COVID-19 pandemic. Across the U.S., according to Harvard's 2018 State of the Nation's Housing report, rents are rising faster than wages, with an associated rise in homelessness. Moreover, while housing was the most frequent service requested by people seeking services through Nashville's 211 Helpline in 2022, it was followed shortly after by employment and income (Metro Social Services, 2023).

Of course, domestic violence compounds all of these financial hardships, especially when you consider the effects of economic abuse. Economic abuse, defined as controlling a partner's ability to acquire, use, and maintain economic resources, is as common in domestic violence relationships as physical and psychological abuse. In fact, in one study of 103 survivors, all participants reported being psychologically abused by their partners, 98% had been physically assaulted, and all but one (99%) had experienced economic abuse (Adams, et al., 2008).

Furthermore, all of the above challenges faced by survivors in the Nashville community disproportionately impact underserved populations, specifically Black, Indigenous, People of Color (BIPOC), older adults, and individuals with disabilities, which are the underserved populations primarily served by The MPC.

For the past five years at The MPC, we have strategically launched new programming that directly addresses economic abuse, knowing that financial wellness continues to be a nearly prohibitive challenge for so many of our clients, particularly for those from the underserved populations that we primarily serve (i.e., BIPOC, older adults, individuals with disabilities).

Over 70% of MPC clients are BIPOC and over 60% are individuals with disabilities. Both populations face significant barriers, including systemic racism and ableism, which can deter or even outright prevent survivors from seeking services (Gezinski & Gonzalez-Pons, 2021). The MPC aims to reduce these barriers by partnering with organizations such as: Martha O'Bryan Center, Park Center, Matthew Walker, and Neighborhood Health.

This year, we are also prioritizing older adults, given the aging population trends. Tennessee ranks as the 12th worst state for elderly Americans in the country, the 11th worst for elderly healthcare, the 7th worst state for community support expenditures for adults ages 60 and over, and the 8th worst state for early death rate among adults ages 65-74 (Metro Social Services, 2023). We have a new partnership with FiftyForward through another grant that will help us to provide population-specific support services for this underserved population.

The MPC is proud to have two bilingual staff members, including our Director of Programs, Debora Lambert (bilingual in French and Creole) and Coordinated Entry and Outreach Specialist, Lizzy Sol Mana (bilingual in Spanish) who works out of the Family Safety Center. Additionally, LTC Language Solutions will also help The MPC meet the needs of those with limited English proficiency.

16. Describe the impact on the target population if the requested funds are not awarded. *

If funds are not awarded, we will have a difficult time providing housing navigation services to OFS high risk case management clients. Survivors of interpersonal violence may face longer wait times for safe, affordable housing. This waiting time can be critical for survivors of interpersonal violence. Many survivors may be forced to stay with or return to their abusive partners because of a lack of housing navigation services.

When we started this position, we anticipated leveraging other short-term housing resources in the community, such as How's Nashville assistance through Metro's Office of Homeless Services which is primarily funded through HUD's Community Development Block Grant (CDBG). This funding, however, has been depleted since January 2025 and we do not know when/if it will be available again. Housing Choice Vouchers are also at 100% capacity in our community for the first time ever, which has caused great concern for service providers and those that we serve. We have applied for short-term housing assistance through other funding sources, but so far, have not been successful. With federal funding cuts looming, we will need to ensure that our core programs, such as transitional housing, are secure when applying for future funding.

17. Describe the agency's/organization's collaborative history with the Metro Office of Family Safety (including the FSC or JCAC). Please describe any prioritization of high-risk Family Safety Center clients. *

We have had a Memorandum of Understanding with Metro's Office of Family Safety since February 2016. Our Executive Director serves on the Leadership Committee and is an IPV Co-Chair for Domestic Violence. Our therapists provide therapy to high-risk survivors through OFS referrals. In the past, our transitional housing therapists have helped screen referrals for VOICES to ensure that survivors' mental health and well-being are such that they are stable and emotionally equipped to be a part of this focus group. Through our Domestic Violence Coordinated Entry program, our Coordinated Entry and Outreach Specialist is stationed at the Family Safety Center 2 days a week. She connects survivors to the appropriate housing and support services they need and also serves on the High-Risk Intervention Panel. Last year, we hired a Housing Navigator to provide housing navigation services to the OFS High-Risk Case Management clients. She works out of the Family Safety Center 3 days a week.

18. Explain how the agency will successfully monitor the project's operations, outcomes, and budget. Include the name and position of the person(s) responsible for monitoring and oversight. *

Proposed project operations and financial activities under this grant will be carried out by Mary Katherine Rand (Executive Director) and Debora Lambert (Director of Programs). Mary Katherine is responsible for the fiscal management of this grant, including tracking the budget to actual variance and submitting invoices. Debora will plan and lead all program evaluation and general compliance activities related to grant requirements. She supervises all aspects of the housing navigation program, including providing direct supervision of the Housing Navigator. Under this grant, she will be responsible for monitoring and evaluating progress towards the goals and objectives and service quality.

19. Describe the agency's/organization's experience in programmatic and fiscal management in the specific area of work proposed. *

Our organization has received government funding, both federal and local, since 2009, and is well-versed in the programmatic and fiscal management of the work involved. Specifically, The MPC receives funding from both The Office on Violence Against Women and The US Department of Housing and Urban Development for Transitional Housing and Rapid Re-Housing-Permanent Housing, including housing navigation services. Moreover, The MPC has a long history of receiving CPF funding and having excellent grant outcomes and clean monitoring visits.

20. **Fiscal Compliance:** Describe how the agency/organization will ensure funds are used in accordance with the approved proposal. If the applicant receives any other Metro Funding, describe how (if at all) these funds will be used differently. Describe agency's/organization's plan for timely invoicing. Describe your plan for timely fiscal reporting. *

We will follow our standard protocol of grant fund oversight to ensure grants funds under this project are only used for services provided between July 1, 2025, to June 30, 2026, and ensure funds will be spent by June 30, 2026.

Our organization follows generally acceptable accounting procedures (GAAP). We establish new project accounts on the general ledger of QuickBooks, our accounting system, and will do so for grant funds awarded through this application. We keep documentation of all expenditures for accounting purposes, including original invoices, receipts, expenditure approval forms, check authorizations, etc. All timesheets document time spent on each project are signed and approved by management for grant billing. Each grant account has a separate spreadsheet that tracks balance of funds, expenditures, and remaining obligations. All invoices are submitted in a timely manner with appropriate documentation and are reimbursed after funds have been expended. Our Executive Director prepares the invoices and oversees all funds expended. Our Contract Bookkeeper reconciles in QuickBooks every month. Our Contract Bookkeeper prepares month-end close reports. These reports are sent to the Financial Committee of our Board of Directors. Our Executive Director and Treasurer prepare financial statements and present them at each board meeting so our BOD can maintain oversight and approve all financial activities.

Invoices will be submitted on a monthly basis. They will be prepared by our Executive Director on the last day of each month so they can be submitted by the 5th day of the following month.

21. Please provide the budget justification for the budget attachment sent with the solicitation. Please remember that funds cannot be used for printing and mailing agency materials unless they are provided to clients served under this grant and/or specified in the contract. *

We are requesting \$50,000 in short-term housing assistance (e.g. application fees, security deposits, utility costs, etc.) for 25 households fleeing interpersonal violence. Short-term housing assistance will be used by our Housing Navigator (funded by Metro DA) to serve OFS case management clients.

Short-term housing assistance is flexible financial assistance used for expenses such as rental assistance, deposits, moving assistance, storage fees, and other cost barriers faced in obtaining housing. Flexible funding is financial support provided to survivors of interpersonal violence to address barriers that exist between the survivor and safe housing stability. It can be used as bridge support to help a survivor transition from temporary shelter to permanent housing, as a strategy to prevent homelessness, including costs that can directly or indirectly impact housing stability, or as a tool used in conjunction with other housing advocacy approaches to address survivors' housing needs.

22. In detail, describe your proposal's timeline to completion. How will funds be spent by June 30, 2026? *

Quarter 1:

- Plan and implement all activities related to successful execution of grant (sign grant contract, implement strategies related to monthly performance metrics reporting, carry out activities related to goals, etc.)
- Monthly tracking and submission of performance metrics
- Monthly tracking of expenditures
- Submit invoices to OFS monthly for reimbursement
- Goal 1. Provide housing navigation services to OFS high-risk case management clients.
 - a) Assist survivors in finding safe and sustainable affordable housing of their choice. --Ongoing
 - b) Complete a housing assessment with survivors of interpersonal violence. --Ongoing
 - c) Provide short-term housing assistance (e.g. application fees, security deposits, utility costs, etc.) for survivors fleeing interpersonal violence. --Ongoing
 - d) Assist survivors with the lease signing process. --Ongoing
 - e) Provide housing advocacy, including ongoing communication as needed with the landlord. --Ongoing
 - f) Provide safety planning around new housing as needed. --Ongoing

Quarter 2:

- Monthly tracking and submission of performance metrics
- Monthly tracking of expenditures
- Submit invoices to OFS monthly for reimbursement
- Submit Progress Report
- Goal 1. Provide housing navigation services to OFS high-risk case management clients.
 - a) Assist survivors in finding safe and sustainable affordable housing of their choice. --Ongoing
 - b) Complete a housing assessment with survivors of interpersonal violence. Ongoing
 - c) Provide short-term housing assistance (e.g. application fees, security deposits, utility costs, etc.) for survivors fleeing interpersonal violence. --Ongoing
 - d) Assist survivors with the lease signing process. --Ongoing
 - e) Provide housing advocacy, including ongoing communication as needed with the landlord. --Ongoing
 - f) Provide safety planning around new housing as needed. --Ongoing

Quarter 3:

- Monthly tracking and submission of performance metrics
- Monthly tracking of expenditures
- Submit invoices to OFS monthly for reimbursement
- Goal 1. Provide housing navigation services to OFS high-risk case management clients.
 - a) Assist survivors in finding safe and sustainable affordable housing of their choice. --Ongoing
 - b) Complete a housing assessment with survivors of interpersonal violence. Ongoing
 - c) Provide short-term housing assistance (e.g. application fees, security deposits, utility costs, etc.) for survivors fleeing interpersonal violence. --Ongoing
 - d) Assist survivors with the lease signing process. --Ongoing
 - e) Provide housing advocacy, including ongoing communication as needed with the landlord. --Ongoing
 - f) Provide safety planning around new housing as needed. --Ongoing

Quarter 4:

- Monthly tracking and submission of performance metrics
- Monthly tracking of expenditures
- Submit invoices to OFS monthly for reimbursement.
- Submit final program report
- Submit annual expenditure report
- Goal 1. Provide housing navigation services to OFS high-risk case management clients.
 - a) Assist survivors in finding safe and sustainable affordable housing of their choice. --Grant Completion June 30, 2026
 - b) Complete a housing assessment with survivors of interpersonal violence. --Grant Completion June 30, 2026
 - c) Provide short-term housing assistance (e.g. application fees, security deposits, utility costs, etc.) for survivors fleeing interpersonal violence. --Grant Completion June 30, 2026
 - d) Assist survivors with the lease signing process. --Grant Completion June 30, 2026
 - e) Provide housing advocacy, including ongoing communication as needed with the landlord. --Grant Completion June 30, 2026
 - f) Provide safety planning around new housing as needed. --Grant Completion June 30, 2026

23. Please list year(s) agency/organization has received CPF funding. **Please note this includes CPF funding distributed by any Metro department.** *

Year: 2024 Award Amount: \$50,000
Year: 2023 Award Amount: \$50,000
Year: 2022 Award Amount: \$50,000
Year: 2023 Award Amount: \$50,000
Year: 2020 Award Amount: \$50,000
Year: 2019 Award Amount: \$50,000
Year: 2018 Award Amount: \$31,110
Year: 2017 Award Amount: \$51,800
Year: 2016 Award Amount: \$51,800
Year: 2015 Award Amount: \$46,400
Year: 2014 Award Amount: \$43,500
Year: 2013 Award Amount: \$43,400
Year: 2012 Award Amount: \$38,300
Year: 2011 Award Amount: \$45,400
Year: 2010 Award Amount: \$33,400
Year: 2009 Award Amount: \$32,000
Year: 2008 Award Amount: \$52,600
Year: 2007 Award Amount: \$56,200
Year: 2006 Award Amount: \$58,500
Year: 2005 Award Amount: \$34,000
Year: 2004 Award Amount: \$34,666
Year: 2003 Award Amount: \$30,000

24. Please list year(s) agency/organization has received Direct Appropriations funding. **Please note this includes Direct Appropriations funding distributed by Metro in general, not just OFS.** *

Year: 2025

25. Agency received OFS CPF, Direct Appropriations, or ARPA funding for FY'25. *

Yes

No

26. Funding left at the end of FY'25 Award(s). *Please answer for each award. List N/A if this is the first time applying.* *

We had \$5,267.44 remaining at the end of our ARPA grant when it ended September 30, 2024. The remaining balance was in benefits and taxes and training and was money that we were not able to expend in time. We were not successful with obtaining a budget modification/approval.

27. Funding received from other Metro Sources/departments in the last 5 years. Please list the year, award amount, distributing Metro Department, and resolution number for each award. *

Metro CPF answered in Q23
Metro Direct Appropriations, OFS, 2025 \$120,000, Contract L-6313
Metro ARPA, OFS, 2021, \$170,000, Contract L-5030

The Mary Parrish Center
Cash Flow Budget for FYE 6/30/26

	July	August	September	October	November	December	January	February	March	April	May	June	FY 2026 Total
Cash Inflows:													
Cash flows from grants	184,471	124,471	124,471	124,471	124,473	241,973	134,473	174,474	124,476	124,476	131,977	219,477	1,833,683
Government contributions	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
External Events Contributions	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	54,000
Internal Events	-	-	85,000	-	-	-	-	-	9,000	-	10,000	-	104,000
Churches and Misc. Foundations	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	21,000
Individual contributions	9,166	9,166	9,166	9,167	9,166	9,167	9,167	9,167	9,167	9,167	9,167	9,167	110,000
Corporate contributions	1,666	1,666	1,666	1,666	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
Total Monthly Cash Inflows	202,553	142,553	227,553	142,554	142,556	260,057	152,557	192,558	151,560	142,560	160,061	237,561	2,154,683
Operating Cash Outflows:													
Personnel and Payroll Costs	94,569	94,569	94,569	94,569	94,569	94,569	94,569	94,569	94,569	94,570	94,570	94,570	1,134,831
Insurance	2,806	2,807	2,807	2,807	2,807	2,807	2,807	2,807	2,807	2,807	2,808	2,808	33,685
Office Expenses	3,158	3,158	3,158	3,158	3,159	3,159	3,159	3,159	3,159	3,159	3,159	3,160	37,905
Fundraising Costs	4,300	-	31,700	3,000	100	-	-	-	5,700	-	10,500	-	55,300
Professional Services	2,700	2,700	2,700	7,700	5,650	2,700	2,700	2,700	2,700	2,700	2,700	2,700	40,350
Program Expenses:													-
Major Building Repairs/Upgrades	34,872	34,872	34,872	34,872	34,873	34,873	34,873	34,873	34,873	34,873	34,873	34,873	418,472
Building maintenance	916	916	916	916	916	916	916	917	917	917	917	917	10,997
Pest Control	139	139	139	139	139	139	139	139	139	139	139	139	1,668
Resident Utilities	1,637	1,547	1,547	1,547	1,548	1,548	1,548	1,548	1,548	1,548	1,548	1,548	18,662
Resident Expenses	3,578	3,578	3,578	3,578	3,578	3,578	3,578	3,578	3,578	3,578	3,578	3,578	42,936
Travel & Meals	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,108	1,108	1,108	1,108	13,256
Rental Assistance	25,959	25,959	25,959	25,959	25,959	25,959	25,959	25,959	25,959	25,959	25,959	25,960	311,509
Other program expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
	68,204	68,114	68,114	68,114	68,116	68,116	68,116	68,117	68,122	68,122	68,122	68,123	817,500
Other miscellaneous costs:	740	740	740	740	740	740	740	740	740	740	740	740	8,880
Mortgage Payment	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	26,232
Total Monthly Cash Outflows	178,663	174,274	205,974	182,274	177,327	174,277	174,277	174,278	179,983	174,284	184,785	174,287	2,154,683

**THE MARY PARRISH CENTER
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT
YEARS ENDED JUNE 30, 2024 AND 2023**

**THE MARY PARRISH CENTER
FINANCIAL STATEMENTS,
SUPPLEMENTAL INFORMATION
AND
INDEPENDENT AUDITORS' REPORT
YEARS ENDED JUNE 30, 2024 AND 2023**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
The Mary Parrish Center

Opinion

We have audited the accompanying financial statements of Mary Parrish Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2024 and 2023 and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Mary Parrish Center as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Mary Parrish Center and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Mary Parrish Center's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Mary Parrish Center's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Mary Parrish Center's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Brentwood, Tennessee

September 5, 2024

**THE MARY PARRISH CENTER
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2024 AND 2023**

ASSETS

	2024	2023
CURRENT ASSETS		
Cash	\$ 551,940	\$ 437,006
Grants receivable	58,771	129,958
Prepaid expenses	<u>17,859</u>	<u>16,969</u>
Total current assets	628,570	583,933
PROPERTY AND EQUIPMENT, net	<u>1,150,529</u>	<u>1,185,567</u>
TOTAL ASSETS	<u><u>\$ 1,779,099</u></u>	<u><u>\$ 1,769,500</u></u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ -	\$ 3,080
Note payable, net of unamortized discount - current	<u>26,233</u>	<u>26,233</u>
Total current liabilities	26,233	29,313
Note payable - noncurrent	<u>283,586</u>	<u>284,562</u>
Total liabilities	<u>309,819</u>	<u>313,875</u>
NET ASSETS		
Without donor restrictions	1,063,160	1,111,645
With donor restrictions	<u>406,120</u>	<u>343,980</u>
Total net assets	<u>1,469,280</u>	<u>1,455,625</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 1,779,099</u></u>	<u><u>\$ 1,769,500</u></u>

The accompanying notes are an integral part of these financial statements.

**THE MARY PARRISH CENTER
STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2024 AND 2023**

	2024			2023		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues and other support:						
Grants - government	\$ 834,986	\$ -	\$ 834,986	\$ 1,153,807	\$ -	\$ 1,153,807
Contributions:						
Foundations	311,708	62,140	373,848	340,609	122,332	462,941
Individuals	62,614	-	62,614	74,451	-	74,451
In-kind	26,185	-	26,185	24,057	-	24,057
Interest income	5,492	-	5,492	2,315	-	2,315
Special events	77,220	-	77,220	52,071	-	52,071
Net assets released from restrictions	-	-	-	132,115	(132,115)	-
Total revenues and other support	1,318,205	62,140	1,380,345	1,779,425	(9,783)	1,769,642
Expenses:						
Program services	1,013,941	-	1,013,941	1,146,713	-	1,146,713
Supporting services:						
Management and general	213,999	-	213,999	218,424	-	218,424
Fundraising	138,750	-	138,750	105,458	-	105,458
Total expenses	1,366,690	-	1,366,690	1,470,595	-	1,470,595
Change in net assets	(48,485)	62,140	13,655	308,830	(9,783)	299,047
NET ASSETS, BEGINNING OF THE YEAR	1,111,645	343,980	1,455,625	802,815	353,763	1,156,578
NET ASSETS, END OF THE YEAR	\$ 1,063,160	\$ 406,120	\$ 1,469,280	\$ 1,111,645	\$ 343,980	\$ 1,455,625

The accompanying notes are an integral part of these financial statements.

**THE MARY PARRISH CENTER
STATEMENTS OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2024**

	Program Services	Management and General	Fundraising	Total
Salaries and benefits	\$ 530,050	\$ 151,443	\$ 75,720	\$ 757,213
Supportive housing costs	221,873	-	-	221,873
Depreciation	60,820	17,377	8,689	86,886
Payroll taxes	36,233	10,352	5,176	51,761
Victim expenses	43,069	-	-	43,069
Other operating costs	28,555	8,158	4,079	40,792
Fundraising costs	-	-	31,751	31,751
Travel	20,415	5,833	2,917	29,165
Interest expense	17,977	5,136	2,569	25,682
Other professional fees	16,895	4,827	2,413	24,135
Insurance	13,711	3,918	1,959	19,588
Repairs and maintenance	10,472	2,992	1,496	14,960
Technology	6,982	1,995	997	9,974
Telephone	5,707	1,630	815	8,152
Dues	1,182	338	169	1,689
	<u>\$ 1,013,941</u>	<u>\$ 213,999</u>	<u>\$ 138,750</u>	<u>\$ 1,366,690</u>

The accompanying notes are an integral part of these financial statements.

**THE MARY PARRISH CENTER
STATEMENTS OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2023**

	Program Services	Management and General	Fundraising	Total
Salaries and benefits	\$ 536,548	\$ 153,299	\$ 76,649	\$ 766,497
Supportive housing costs	204,021	-	-	204,021
Loss on disposal	105,073	-	-	105,073
Victim expenses	89,385	-	-	89,385
Depreciation	56,786	10,021	-	66,807
Payroll taxes	36,542	10,441	5,220	52,203
Other operating costs	26,648	8,883	-	35,531
Repairs and maintenance	27,596	4,870	-	32,466
Fundraising costs	-	-	23,589	23,589
Other professional fees	19,867	3,506	-	23,373
Interest expense	17,774	3,137	-	20,910
Travel	-	18,669	-	18,669
Insurance	13,549	2,391	-	15,940
Technology	6,496	1,146	-	7,642
Telephone	6,428	1,134	-	7,562
Dues	-	927	-	927
	<u>\$ 1,146,713</u>	<u>\$ 218,424</u>	<u>\$ 105,458</u>	<u>\$ 1,470,595</u>

The accompanying notes are an integral part of these financial statements.

**THE MARY PARRISH CENTER
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2024 AND 2023**

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 13,655	\$ 299,047
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation	86,886	66,807
Amortization of discount on note payable	11,656	9,650
Loss on disposal of property and equipment	-	105,073
Change in assets and liabilities:		
Grants and other receivables	71,187	37,787
Prepaid expenses	(890)	(9,950)
Accounts payable	(3,080)	(157,013)
	<u>179,414</u>	<u>351,401</u>
NET CASH FROM OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	<u>(51,848)</u>	<u>(361,946)</u>
NET CASH FROM INVESTING ACTIVITIES	<u>(51,848)</u>	<u>(361,946)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments on note payable	<u>(12,632)</u>	<u>(14,972)</u>
NET CASH FROM FINANCING ACTIVITIES	<u>(12,632)</u>	<u>(14,972)</u>
NET CHANGE IN CASH	114,934	(25,517)
CASH, BEGINNING OF THE YEAR	<u>437,006</u>	<u>462,523</u>
CASH, END OF THE YEAR	<u>\$ 551,940</u>	<u>\$ 437,006</u>

The accompanying notes are an integral part of these financial statements.

**THE MARY PARRISH CENTER
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2024 AND 2023**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The summary of the Organization's significant accounting policies is presented to assist in understanding the financial statements. The financial statements and notes are a representation of the Organization's management, who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Nature of Activities

The Mary Parrish Center (the "Organization") was organized in 2000 and incorporated under the laws of the state of Tennessee as a nonprofit organization. The Organization was formed to provide streamlined access to services that promote the safety, self-sufficiency, and well-being of domestic violence survivors and their children by fostering a structured collaborative community response in the Davidson County area of Tennessee. The Organization also provides for transitional housing to allow victims and families more time to recover. The major sources of funding for the Organization are contributions from private foundations, government grants, other organizations, and the public.

Basis of Accounting

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America using the accrual method of accounting.

Basis of Presentation

The Organization reports information regarding its financial position and activities according to two classes of net assets: net assets with donor restrictions and net assets without donor restrictions. Net assets with donor restrictions can be temporary or perpetual in nature. When a restriction expires, net assets with restrictions are reclassified to net assets without restrictions and reported in the statements as net assets released from restrictions.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents during the year may exceed Federal Deposit Insurance Corporation ("FDIC") limits.

**THE MARY PARRISH CENTER
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED JUNE 30, 2024 AND 2023**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Receivables

Grants and other receivables are stated at the amount the Organization expects to be fully collectible within one year. Accordingly, no allowance for doubtful accounts has been provided.

Property and Equipment

Property and equipment are reported at cost and include improvements that significantly add to utility or extend useful lives and exceed \$1,500. Property and equipment that is donated are reported at their estimated fair value at the date of donation. Costs of maintenance and repairs are charged to expense as incurred. Assets are depreciated using a straight-line basis to allocate cost over their estimated useful lives of 5 - 7 years for vehicles, furniture and equipment and over 15 - 40 years for buildings and improvements. When depreciable assets are disposed of, the cost and related accumulated depreciation are removed from the accounts, and any gain (except on trade-in) or loss is included in income for the period. A gain on trade-in is applied to reduce the cost of the new acquisition.

Contributions

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. All contributions are considered to be without donor restriction unless specifically stated by the donor. Contributions specified for future periods or with donor-imposed restrictions are recognized in the period received as contributions with donor restrictions. Contributions that are restricted by donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. When restriction expires, contributions with donor restrictions are reclassified to net assets without donor restriction and reported in the statements of activities as net assets released from restrictions. The Organization uses the allowance method to determine uncollectible unconditional promises to give.

Government Grants

Government grants are recognized in the period related expenditures are incurred.

**THE MARY PARRISH CENTER
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED JUNE 30, 2024 AND 2023**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated Material and Services

The Organization receives a significant amount of donated services from unpaid volunteers and board members donating time to program services. No amounts have been recognized in the statements of activities because the criteria for recognition under FASB ASC have not been satisfied. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and files an IRS Form 990. Accordingly, no provision for income taxes is included in the accompanying financial statements.

The Organization has adopted ASC Topic 740-10, *Accounting for Uncertainty in Income Taxes*, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, including the position that the Organization continues to qualify to be treated as a tax-exempt entity for both federal and state income tax purposes. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. For the year ended June 30, 2024, the Organization has no material uncertain tax positions to be accounted for in the financial statements under these rules. The Organization has exempt organization tax filings open to Internal Revenue Service audit, generally, for three years after they are filed.

Functional Allocation of Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. Expenses that relate to more than one function are allocated among applicable functions on the basis of objectively evaluated financial and nonfinancial data or reasonable subjective methods determined by management. Accordingly, certain costs have been allocated among program and supporting services based on estimates by management. All expenses are allocated based on time and effort.

**THE MARY PARRISH CENTER
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED JUNE 30, 2024 AND 2023**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Events Occurring After Reporting Date

The Organization evaluated events and transactions that occurred after June 30, 2024, through September 5, 2024, the date of the issued financial statements. During the period there were no material recognizable subsequent events that required recognition in the disclosures to the June 30, 2024 financial statements.

NOTE 2 - CONCENTRATION OF CREDIT RISK AND REVENUE SOURCES

The Organization maintains cash balances in banks insured by the Federal Deposit Insurance Corporation up to \$250,000. In the normal course of business, the Organization may have deposits that exceed the insured balance. At June 30, 2024, the Organization had \$302,848 that was uninsured by the Federal Deposit Insurance Corporation.

Revenue from three grants in 2024 and 2023 represented 59% and 63% for the years ending June 30, 2024 and 2023, respectively. A reduction of funding, should this occur, could have a significant impact on the Organization's activities.

NOTE 3 - PROPERTY AND EQUIPMENT

Property and equipment consist of the following at June 30:

	2024	2023
Land	\$ 115,485	\$ 115,485
Buildings	275,084	275,084
Building improvements	884,559	884,559
Equipment	70,035	70,035
Furniture and apartment furnishings	27,395	27,395
Construction in process	<u>67,053</u>	<u>15,205</u>
	1,439,611	1,387,763
Less: accumulated depreciation	<u>(289,082)</u>	<u>(202,196)</u>
Net property and equipment	<u>\$ 1,150,529</u>	<u>\$ 1,185,567</u>

Depreciation expense was \$86,886 and \$66,807 for the year ended June 30, 2024 and 2023, respectively.

NOTE 4 - LINE OF CREDIT

The Organization has a \$35,000 unsecured revolving line of credit at a local bank that accrues interest at a 6.5% rate. The line of credit matures in March 2025. There was no outstanding principal balance at June 30, 2024 and 2023.

**THE MARY PARRISH CENTER
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED JUNE 30, 2024 AND 2023**

NOTE 5 - LONG-TERM DEBT

During September 2015, the Organization obtained a \$510,000 promissory note through a local bank in order to finance the purchase of a building which serves as collateral for the note. On March 26, 2022, the Organization refinanced their mortgage loan in the amount of \$393,492. The note is set to mature on March 25, 2026. The note requires monthly payments of principal in the amount of \$2,186, with one balloon payment estimated at \$290,562, which is due at maturity. The note, net of discount, totaled \$309,819 and \$310,795 at June 30, 2024 and 2023, respectively. A discount rate of 8.25% was applied to arrive at net present value of the note payable at issuance. The discount is being accreted to interest expense on the effective interest method over the term of the note. The unamortized discount at June 30, 2024 and 2023 amounted to \$22,278 and \$33,934, respectively. The interest rate assessed by the bank was 4.25% at June 30, 2024 and 2023.

Maturities of long-term debt are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2025	\$ 26,233
2026	<u>305,864</u>
Total principal maturities	332,097
Less: Amounts representing imputed interest	<u>(22,278)</u>
	<u><u>\$ 309,819</u></u>

NOTE 6 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions as of June 30 were restricted for the following purposes:

	<u>2024</u>	<u>2023</u>
Transitional housing renovations	<u>\$ 406,120</u>	<u>\$ 343,980</u>
	<u><u>\$ 406,120</u></u>	<u><u>\$ 343,980</u></u>

**THE MARY PARRISH CENTER
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED JUNE 30, 2024 AND 2023**

NOTE 7 - DONATED MATERIALS AND SERVICES

The value of donated materials, services, and facilities included in the financial statements for the years ended June 30, 2024 and 2023 are as follows:

Support and revenue:		
In-kind contributions	\$ 26,185	\$ 24,057
Expenses:		
Program expenses	\$ 17,860	\$ 20,712
Fundraising expenses	8,325	3,345
	\$ 26,185	\$ 24,057

NOTE 8 - LIQUIDITY AND AVAILABILITY OF RESOURCES

The Organization has \$610,711 of financial assets available within one year of the statement financial position date consisting of cash of \$551,940, and grants receivable of \$58,771. The Organization has a goal to maintain financial assets, which consist of cash on hand, to meet 60 days of normal operating expense, which are, on average, approximately \$232,000. The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

APR 01 2005

MARY PARRISH CENTER
131 SECOND AVE N STE 500
NASHVILLE, TN 37201-1917

Employer Identification Number:

62-1816561

DLN:

17053269736004

Contact Person:

DAVID B KOUCKY

ID# 31368

Contact Telephone Number:

(877) 829-5500

Public Charity Status:

170 (b) (1) (A) (vi)

Dear Applicant:

Our letter dated January 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

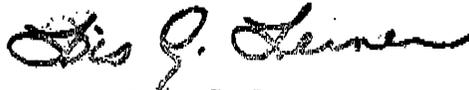
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **NOV 03 2000**

THE MARY PARRISH CENTER
C/O VALERIE WYNN
131 2ND AVE NORTH
NASHVILLE, TN 37201

Employer Identification Number:
62-1816561
DLN:
17053159031000
Contact Person:
JOHN J MCGEE ID# 31169
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Foundation Status Classification:
509(a) (1)
Advance Ruling Period Begins:
March 20, 2000
Advance Ruling Period Ends:
June 30, 2004
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c) (3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a) (1) and 170(b) (1) (A) (vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a) (1) or 509(a) (2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

THE MARY PARRISH CENTER

a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period

THE MARY PARRISH CENTER

that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

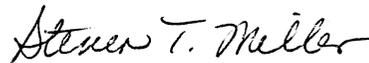
Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

-4-

THE MARY PARRISH CENTER

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

Enclosure(s) :
Form 872-C

Letter 1045 (DO/CG)

Tennessee Secretary of State
Tre Hargett



Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

July 03, 2025

MARY KATHERINE RAND
P.O. BOX 60009
NASHVILLE, TN 37206 USA

RE: Registration to Solicit Funds for Charitable Purposes
Organization Name: MARY PARRISH CENTER
CO Number: CO4318
Renewal Date: 12/31/2025

Dear MARY KATHERINE RAND :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501, *et seq.* the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at <https://sos.tn.gov/charities>. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars (\$5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

A handwritten signature in black ink that reads "Tre Hargett".

Tre Hargett
Secretary of State

Tracking Number
2024139367

Application to Renew Registration of a Charitable Organization



Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/charities

CO Number: CO4318
Filed: 12/18/2024 10:18 AM
Tre Hargett
Secretary of State

Organization Information

Legal Name of the Charitable Organization: MARY PARRISH CENTER

Legal entity type of the Organization: Corporation

FEIN: 62-1816561

Initial Registration Date: 07/02/2001

Renewal Date: 12/31/2024

Has your fiscal year ending month changed since your last renewal?

Yes No

Fiscal Year Ending Month: June

When and where was the organization legally established

Date: 03/20/2000

Country: USA

City/State: NASHVILLE, TN

County: Davidson

Has your Principal Office address changed since your last renewal?

Yes No

Principal Office Address

600 MURFREESBORO PIKE
USA, NASHVILLE, TN 37206

Has your Mailing address changed since your last renewal?

Yes No

Mailing Office Address

P.O. BOX 60009
USA, NASHVILLE, TN 37206

Contact Information for the Charitable Organization

Contact Name: MARY KATHERINE RAND

Telephone Number: (615) 256-5959

Fax Number: (615) 256-5909

Email: office@maryparrish.org

Website: www.maryparrish.org

Current names used by the charity organization

Do you need to modify other names that the charity solicits under?

Yes No

Has the organization registered in any other state(s)?

Yes No

Does the charity have other offices, chapters, branches, affiliates or a parent?

Yes No

The category that best describes your organization

P - Human Services

The charitable purpose of the organization

To provide survivors of interpersonal violence and their children safe, accessible and compassionate housing with individualized care that promotes healing, autonomy and hope.

Tax & Financial Information

Has your tax exempt status changed since your last renewal?

Yes No

Last Fiscal Year Start: July 2023

Last Fiscal Year End: June 2024

Type of 990 Tax Form Filed: 990 (Long Form)

Government Grants	\$ 834,986.00
Gross Receipts	\$ 1,380,345.00

Solicitation Information

Have you been enjoined by any court from soliciting contributions?

Yes No

Does your organization contract with or otherwise engage the services of any outside fundraising professional (such as a “professional fund-raiser,” “paid solicitor,” “fund raising counsel,” or “commercial co-venturer”)?

Yes No

Officer Information

Do you need to modify the current officers?

Yes No

Signature

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Mary Katherine Rand

Date: 12/18/2024

Title: Chief Executive Officer

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Margaret Hill

Date: 12/18/2024

Title: Treasurer



Tre Hargett
Secretary of State

Division of Business and Charitable Organizations

Department of State

State of Tennessee

312 Rosa L. Parks Avenue, 6th Floor

Nashville, Tennessee 37243

Phone: 615-741-2555

Fax: 615-253-5173

sos.tn.gov/charities

Date: 12/18/2024

Invoice: 2024-11764

Customer Information

MARY KATHERINE RAND

MARY PARRISH CENTER

P.O. BOX 60009

NASHVILLE, TN 37206 , USA

Tracking Number	Description	Amount Paid
2024139367	MARY PARRISH CENTER (CH Charitable Renewal)	\$ 10.00
Payment Details		
	Fee Total:	\$ 10.00
	Payment Total:	\$ 0.00
	Amount Due:	\$ 0.00
Payment Method		
	Payment Type: Credit Card	
	Check/Confirmation Number: 3888478203	

CHARTER
OF
THE MARY PARRISH CENTER

1998 10 15 10

The undersigned persons under the Tennessee Nonprofit Corporation Act adopt the following charter for the above listed corporation:

1. The name of the Corporation is the The Mary Parrish Center.
2. This Corporation is a public benefit corporation.
3. This Corporation is not a religious corporation.
4. The address of the Corporation's initial registered office in Tennessee is:

131 2nd Avenue, North
Nashville, TN 37201
Davidson County

5. The name of the initial registered agent at the address listed in 4 is:

Valerie Wynn

6. The name and complete address of each incorporator is:

Mark Wynn, 2516 Somerset, Nashville, 37217
Valerie Wynn, 2516 Somerset, Nashville, 37217
Lynda Nagim, 601 Oak Forest Lane, Antioch, 37013
Whitney Mcfalls, 6579 Cabot Drive, Nashville, 37209
Grace Guerra, 2417 Ponderosa Way, Antioch, 37013

7. The address of the Corporation's principal office is:

131 2nd Avenue, North
Nashville, TN 37201
United States

8. This Corporation is a nonprofit corporation.

9. This Corporation will have members.

10. Upon the dissolution of the Corporation, the assets of the Corporation shall be distributed in accordance with T.C.A. § 48-51-101 *et seq.* and in conformity with its charitable purposes.

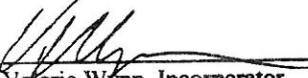
FILED



Mark Wynn, Incorporator

3/3/00

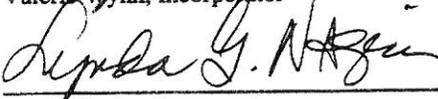
Date



Valerie Wynn, Incorporator

3/3/2000

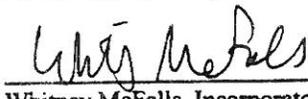
Date



Lynda Nagim, Incorporator

3/3/2000

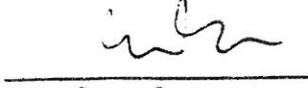
Date



Whitney McFalls, Incorporator

3/3/2000

Date

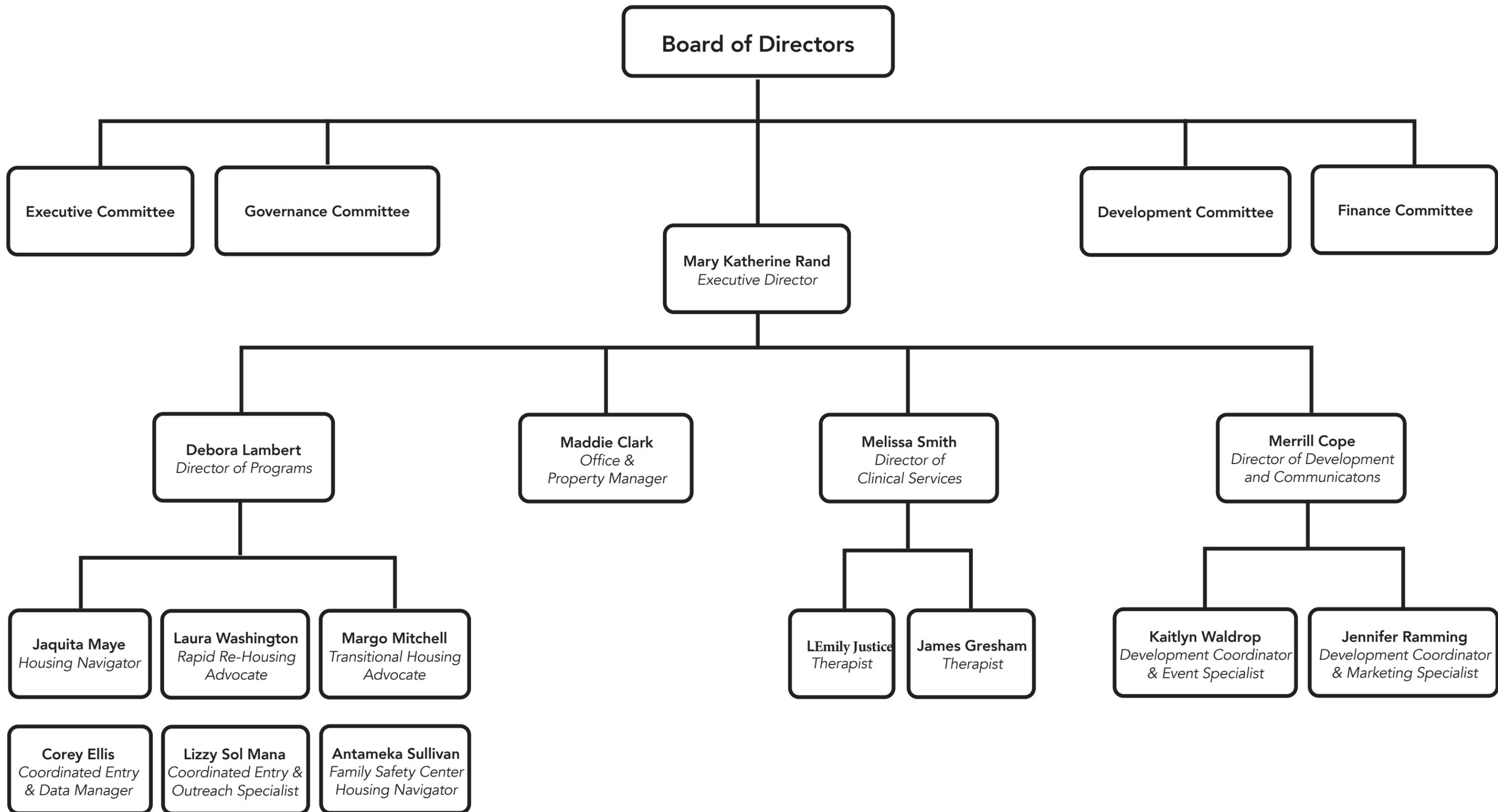


Grace Guerra, Incorporator

3/1/2000

Date

The Mary Parrish Center 2025 Organiztional Chart



Agape

Grant contract between the Metropolitan Government of Nashville and Davidson County and Agape, Contract # _____

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

This Grant Contract issued and entered into pursuant to Substitute BL 2025-833, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Agape, ("Recipient"), is for the provision of professional, trauma-informed services to victims of interpersonal violence further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

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

- i. Providing professional trauma-informed services to victims of domestic and interpersonal violence,
 - a. All funded staff must meet the Office of Criminal Justice Programming (OCJP) Family Justice Center (FJC) training requirement through training provided or approved by the Metropolitan Government of Nashville and Davidson County's Office of Family Safety. Training must also include:
 - i. Orders of Protection -including greeting and representation following service standards with orders of protection)
 - ii. Danger Assessments,
 - iii. Safety planning,
 - iv. Standards for screening in and out of services
 - b. Overnight shifts at the Family Safety Center (FSC) must be prioritized.
- ii. Help victims of domestic violence learn how to access community resources/supports.
 - a. Provide referrals to other victim service programs (i.e., shelter, support group, Family Safety Center, etc.), supports/resources (i.e., food access, healthcare, etc.), and court advocacy services.
 - b. Provide after-hours (overnight, weekend, federal holidays) support/assistance in the writing of petitions for Orders of Protection at the Family Safety Center.
 - c. Help victims of domestic violence learn how to access community resources/supports.
 - i. An additional client needs checklist (supplied to Agape from OFS) must be provided to every IPV client to ensure seamless service provision between agencies

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 and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Agape, Contract # _____

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing upon contract **July 1, 2025, and ending on June 30, 2026**. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **fifty thousand dollars (\$50,000)**. The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

Recipient must send all invoices to Sean McGuire seanpmcquire@jnsnashville.gov.

Final invoices for the contract period should be received by Sean McGuire by August 15, 2026, Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro's Office of Family Safety Sean McGuire @ seanpmcquire@jnsnashville.gov) within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.

- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.

- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Agape, Contract # _____

- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3.1 **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.3.2. **Termination—Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.3.2.a. The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- D.3.2.b. Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.3.3. **Termination –Funding.** The 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 the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant 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.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Agape, Contract # _____

- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit an Interim Report by no later than **January 31, 2026**. A Final Program Report is to be received by the Office of Family Safety within 45 [forty-five] days (**August 15, 2026**) of the end of the Grant Contract. Said reports shall detail the Recipient's progress on each of the core metrics identified in the grant solicitation and any program specific and/or outcome measure identified in the Recipient's Grant Spending Plan as funded under this Grant Contract.

Additional metrics may be requested over the course of this cycle. Program Reports must be submitted to LaToya Townsend at OFS Finance and Grants
OFSFinanceGrants@jjsnashville.gov.

- D.10. **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.11. **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.11.1 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 Agape, Contract # _____

D.11.2 Automobile Liability Insurance

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

D.11.3 Sexual Molestation and Abuse Insurance

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

D.11.4 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 Recipient 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, Recipient'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 Recipient's insurance and shall not contribute with it.

D.11.5

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

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

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.

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 Recipient 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.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Agape, Contract # _____

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. 14. 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.15. 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.16. 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.17. 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.18. 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.19. Headings. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.20. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Agape, Contract # _____

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. 21. **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.22. **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.23. **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:
LaToya Townsend
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5159 phone

Latoyatownsend@jnsnashville.gov
ofsfinancegrants@jnsnashville.gov

For enquiries regarding invoices:
Sean McGuire
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5072

seanpmcguire@jnsnashville.gov
ofsfinancegrants@jnsnashville.gov

Recipient

Chandler Means
Executive Director
AGAPE
P.O. Box 568
Madison, TN 37116

Grant contract between the Metropolitan Government of Nashville and Davidson County and Agape, Contract # _____

D.24. **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.25. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-1-1 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

D. 26 **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.

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Grant contract between the Metropolitan Government of Nashville and Davidson County and Agape, Contract # _____

RECIPIENT: AGAPE

By: *Charles McCreary*

Title: *Executive Director*

Grant contract between the Metropolitan Government of Nashville and Davidson County and Agape, Contract # _____

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:**

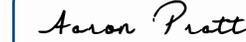


Department Head- Office of Family Safety

**APPROVED AS TO AVAILABILITY OF
FUNDS**

Signed by:


62377A2A8742469...
Director of Finance

DocuSigned by:


DB58844A2DE04C4...
Office of Management and Budget

**APPROVED AS TO RISK AND
INSURANCE**

DocuSigned by:


68804BE12ED741C...
Director of Insurance

**APPROVED AS TO FORM AND
LEGALITY**

DocuSigned by:


6A6DC7C9484243F...
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY GRANT SPENDING PLAN

RECIPIENT NAME:	AGAPE
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 07/01/25 through 06/30/26				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$44,500.00		\$44,500.00
	Benefits and Taxes ((PERCENT))	\$3,000.00		\$3,000.00
	Professional Fees	\$2,500.00		\$2,500.00
	Supplies			\$0.00
	Communications			\$0.00
	Postage and Shipping			\$0.00
	Occupancy			\$0.00
	Equipment Rental and Maintenance			\$0.00
	Printing and Publications			\$0.00
	Travel/ Conferences and Meetings			\$0.00
	Insurance			\$0.00
	Specific Assistance to Individuals			\$0.00
	Other Non-Personnel			\$0.00
	GRAND TOTAL	\$50,000.00	\$0.00	\$50,000.00

John Cooper
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE
700 2ND AVENUE SOUTH, SUITE 201
NASHVILLE, TENNESSEE 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Direct Appropriation
Certifications of Assurance**

Recipient Name: AGAPE

As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall 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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Signature of Authorized Representative

Name: Chandler Mears

Title: Executive Director

Agency Name: AGAPE - (ASSOC. for Guidance Aide Placement Empathy, Inc)

Date: 7/10/2025



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement**

Recipient Name: AGAPE

July 10, 2025

As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: [Non-Profit Grant Resources](#)
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

Signature of Authorized Representative

Name: Chandler Means

Title: Executive Director

Agency Name: AGAPE, Inc

Date: 7/10/2025

View results

Respondent

4 Anonymous

73:10

Time to complete

1. Agency/ Organization Name *

AGAPE

2. Project Name *

AGAPE Order of Protection Advocacy Program

3. Funding Amount Requested *

50000

The value must be a number

4. Programmatic Point of Contact Name *

Abigail Stockwell

5. Programmatic Point of Contact Email Address & Phone Number *

astockwell@agapenashville.org; 615)781-3000 Ext. 283

6. Fiscal Point of Contact Name *

Lori Davidson

7. Fiscal Point of Contact Email Address & Phone Number *

ldavidson@agapenashville.org; (615)781-3000 Ext. 263

8. Type of Proposed Service *

- Advocacy
- BIP Pilot (OFS Approved model)
- Court Watch
- Establishing or expanding upon a citywide interpersonal violence survivor voices committee and speakers bureau
- Legal Assistance
- Outreach/Marketing
- Transitional Housing
- Therapy
- Other (special one-time project)

9. Interpersonal Violence Focus (Please mark all that apply) *

- Domestic/Dating Violence
- Vulnerable Adult/Elder Abuse
- Sexual Assault
- Child Abuse
- Human Trafficking
- Stalking

10. **Proposal Abstract:** The Proposal Abstract must provide a summary of the proposed project, including the purpose of the project (including goal and intended outcome), primary activities for which funds are requested, who will benefit (including geographic area to be served), products and deliverables, and how the applicant will measure progress in completing project goals and objectives. Please do not summarize past accomplishments in this section. Briefly describe your agency's experience addressing interpersonal violence. Describe the skills/experience needed for the proposed project. *

AGAPE, in partnership with Nashville's Office of Family Safety and the Jean Crowe Advocacy Center, assists Davidson County victims of interpersonal violence in the writing of petitions for Orders of Protection, providing after-hours weekday, weekend, and governmental holiday coverage as staffing allows.

The \$50,000 requested will support AGAPE employees' and subcontractors' wages. AGAPE employees and subcontractors – stationed within the Nashville Family Safety Center – will assist victims of domestic violence, sexual assault, and stalking with petitions for Orders of Protection, safety planning, and referrals to other resources, supports, and services. AGAPE's overarching goal is to provide professional, trauma-informed services to victims of domestic and interpersonal violence with the intended outcome of promoting client safety. This goal and corresponding outcomes will be assessed based on the following outputs: number of clients served, safety plans created, and referrals provided. Feelings of client safety will be gauged using a client satisfaction survey.

AGAPE has been a trusted service provider in Middle Tennessee for over fifty years, providing counseling, foster care, and crisis intervention services. AGAPE has partnered with the Metropolitan Government of Nashville and Davidson County since it assumed the Morning Star Sanctuary Domestic Violence program in 2018. Our agency has addressed interpersonal violence within the Nashville-Davidson County area through the provision of Orders of Protection (previously stationed at Night Court prior to the inception of the FSC), emergency domestic violence shelter, and our participation in various IPV committees. AGAPE looks forward to continuing this partnership and provision of services.

To effectively execute this project, AGAPE advocates are trained in Order of Protection narrative writing, safety planning, high-risk assessment, and standards for screening in and out of services. Additionally, staff are assessed based on the skills needed to successfully navigate the relevant technological systems and engage in interagency coordination/communication.

11. Briefly describe the primary (overarching) goal of your project. Describe why the proposed project is essential for victims of interpersonal violence. *

AGAPE aims to provide professional, trauma-informed services to victims of domestic and interpersonal violence with the intended outcome of promoting client safety. In partnership with the Jean Crowe Advocacy Center (JCAC) and Office of Family Safety (OFS), the AGAPE court advocacy program assists victims in filing Orders of Protection at peak times when similar agencies are unavailable. AGAPE employees and subcontractors provide support and crisis intervention on weekday nights, weekends, and federal holidays. Victims are provided with safety planning, resource linkage, and referrals to community-based services, such as emergency shelter or transitional housing, children's and family services, legal aid, counseling, and victim's rights support. The FSC is designed to allow victims of interpersonal violence to seek services and resources from a centralized location to help reduce barriers that perpetuate abuse. At times, victims are even transported by Metro-Nashville Police directly to the FSC following an incident of abuse to be assisted by an AGAPE advocate or subcontractor. AGAPE's presence helps victims of domestic violence, sexual assault, and stalking feel safer and more equipped with/knowledgeable about available resources. Further AGAPE advocates are trained in the Danger Assessment – a tool used to assess an individual's risk of being killed by his/her intimate partner and his/her immediate risk of danger. This training provides AGAPE advocates with the appropriate knowledge to assess and assist high-risk victims. AGAPE's partnership with the Nashville FSC helps enable around-the-clock access to life-saving services and resources.

12. List each project goal and the specific activities this project will fund to accomplish each goal. Include an estimate for the number of unique clients to be served by the project. Describe the proposal's ability to meet Nashville community needs not already met by OFS and its Family Safety Centers. *

Goal 1: Provide professional, trauma-informed services to victims of interpersonal violence.

Activities:

- Provide after hours (overnight, weekend, federal holidays) support/assistance in the writing of petitions for Orders of Protection at the Office of Family Safety.

Goal 2: Help victims of domestic violence learn how to access community resources/supports.

Activities:

- Provide referrals to other victim service programs (i.e., shelter, support group, Family Safety Center, etc.), supports/resources (i.e., food access, healthcare, etc.), and court advocacy services.

Goal 3: Clients feel more knowledgeable about the criminal justice system.

Activities:

- Provide referrals to AGAPE's Director of Legal Services, Legal Aid, and pro-bono services as requested by clients.
- Provide linkage and information to additional court advocacy services through the Jean Crowe Advocacy Center and Family Safety Center of Nashville.

Goal 4: Clients feel safer based on the information and assistance received.

Activities:

- Provide individualized safety planning to meet the determined needs of clients.

Target: AGAPE anticipates directly serving at least 125 unique individuals (approximately 10 clients per month) utilizing CPF funds in fiscal year 2026. However, many more (i.e., friends, family members, colleagues, neighbors etc.) will benefit through the positive outcomes associated with the provision of orders of protection, safety planning, and service referrals.

13. Describe how the agency/organization will quantify and measure this project's success in improving public safety and the well-being of the target population. List success metrics for the project including but not limited to the number of clients served. *

The program's success and impact will be assessed using the following metrics, number of:

- Clients served: Client information and demographics are recorded in CAP60, an electronic database, by the assisting advocate or Court Advocate Supervisor. Data inputs include the date and time of service, assisting advocate's name, client name, contact information, age, race, and gender. The number of individuals served is calculated and reported on a quarterly and annual basis by the Grants Manager. We project that in FY 2026, AGAPE will serve approximately 125 individuals through the CPF grant (approximately 10 clients per month).
- Orders or Protection (OPs) drafted: OP information including the petitioner's name, respondent's name, docket number, and OP outcome are recorded in CAP60 by the assisting court advocate or Court Advocate Supervisor on the date of service. The number of OPs drafted, as well as their outcomes, are calculated and reported by the Grants Manager on a quarterly and annual basis. We estimate that the funded positions will assist with approximately 100 OPs annually. AGAPE anticipates serving 125 individuals per year with some of those individuals needing services other than OP assistance (i.e., referrals, safety planning, information about the criminal justice process, etc.).
- Surveys received/survey outcomes: All clients receive a client satisfaction survey distributed by the assisting court advocate. Each survey evaluates the following statements: (1) This agency helped me learn how to access benefits or community resources. (2) The information and help I received helped me feel safer. (3) I am more knowledgeable about the criminal justice system. (4) I am satisfied with the service I have received through this program. Clients can respond: (1) Strongly Agree (2) Agree (3) Neutral (4) Disagree or (5) Strongly Disagree. Clients can provide additional feedback in the comment section. Each survey identifies the advocate who assisted the client and date of service. Upon completion, the client submits the survey to the court advocate, and the response is entered in CAP60 as a part of the client's electronic case file. The Grants Manager calculates the number of surveys completed/returned and tallies the responses for each service statement (e.g., The number of (1) Strongly Agree (2) Agree (3) Neutral (4) Disagree and (5) Strongly Disagree). Survey responses are reported quarterly and annually. We estimate that we will receive 83 survey responses from those served by this grant (approximately 2/3 of anticipated clients). We estimate that 1/3 of clients will not complete or return the survey. It is our goal that 80% or greater of survey respondents will report that the information they received helped them to feel safer and 80% or greater are more knowledgeable about the criminal justice system (i.e., Strongly Agree or Agree responses).
- Safety plans created: The assisting court advocate or the Court Advocate Supervisor records a safety planning service in the client's electronic case file in CAP60 for the date of service. The number of safety plans created is calculated and reported by the Grants Manager on a quarterly and annual basis. We project that the funded positions will create 94+ safety plans (approximately 3/4 of anticipated clients). We estimate that 1/4 of clients will decline or be unable to complete safety planning during their time of service. Safety planning is a high priority of AGAPE. It is our goal that safety planning will occur whenever possible.
- Referrals given: The assisting court advocate or Court Advocate Supervisor records in CAP60 if referrals were provided to the client for other victim service programs or other services, supports, and resources. The number of clients receiving referrals is calculated by the Grants Manager on a quarterly and annual basis. We project that 75% or more of clients served (estimated 94+ clients) will receive a referral.

14. **Eligibility Criteria:** Describe the safeguards this project will have to ensure that the funds awarded benefit Nashville and Davidson County residents only. *

AGAPE employees and subcontractors will assist individuals seeking order of protection services at the Nashville-Davidson County Family Safety Center. In Tennessee, an order of protection must be filed either in the county where the abuser lives or in the county where the abuse took place. While it is possible that an AGAPE employee or subcontractor would serve a non-Davidson County resident, the services provided would still, in turn, have a positive impact on the safety and well-being of Nashville-Davidson County residents, as it would hopefully decrease abuse and crimes perpetrated within Davidson County.

15. Describe how this project will reach underserved and marginalized Nashville & Davidson County residents including LEP individuals. *

AGAPE seeks to address the needs of historically marginalized and underserved populations, understanding that individuals impacted by longstanding, systemic, and institutional barriers are at greater risk of more prolonged and severe consequences of familial and interpersonal violence. AGAPE seeks to mitigate obstacles to equitable support and service delivery through Limited English Proficiency response and translation services (e.g., translated educational/informational material, Spoken Here interpreter services, and use of bilingual advocates when possible). AGAPE strives to make the order of protection process one that feels safe and welcoming to all individuals, regardless of sex, racial or ethnic backgrounds, language diversity, or sexual orientation. From first contact, AGAPE desires to treat all individuals with respect and dignity. Staff are required to complete annual cultural sensitivity training, and this is a topic that is discussed during employees' supervision meetings. AGAPE seeks to be mindful in the recruitment and hiring of staff that represent underserved populations, so that they can contribute informed perspectives into client interactions and service delivery.

16. Describe the impact on the target population if the requested funds are not awarded. *

If the requested funds are not awarded then, due to financial hardship, AGAPE would likely need to reduce the hours AGAPE advocates and subcontractors are available to assist victims. Unfortunately, this would likely mean that fewer individuals are served, as "after hours" may be the only time some individuals are able and/or willing to seek needed services.

17. Describe the agency's/organization's collaborative history with the Metro Office of Family Safety (including the FSC or JCAC). Please describe any prioritization of high-risk Family Safety Center clients. *

- AGAPE works in coordination with the Jean Crowe Advocacy Center to help ensure continuity of care for Family Safety Center clients. The JCAC provides order of protection assistance during day-time weekday hours at the Family Safety Center, and AGAPE provides after-hour weekday, weekend, and governmental holiday coverage. Additionally, AGAPE refers its clients to the JCAC for advocacy accompaniment during a victim's permanent order of protection hearing. Proper documentation and clear, frequent communication between the two agencies are imperative to ensure quality service delivery.

- Further, in an effort to provide excellent care, AGAPE staff participate in trauma-informed trainings facilitated by the Family Safety Center, in addition to referring victims to the many free and confidential services provided at the Family Safety Center, including:

- o Safety Planning
- o Danger Assessments
- o Counseling
- o Crisis Intervention
- o Shelter/Housing Assistance
- o Emergency Food Assistance
- o Children's Services
- o Support Group
- o Referrals to Partner Agencies
- o Address Confidentiality Assistance.

- AGAPE leadership participate actively in Office of Family Safety committees such as the Domestic Abuse Death Review Team (DADRT) and the High-Risk Intervention Panel (HRIP). These platforms allow AGAPE staff to engage and collaborate with other key stakeholders, first responders and service providers in prevention and service delivery planning. Increasingly, AGAPE serves on various domestic violence panels to increase awareness of the larger community, particularly underserved populations.

- o The purpose of DADRT is to study specific domestic violence homicide cases, determining trends and gaps to assist victims more effectively. Annual reports are offered with the team's findings, allowing AGAPE to identify victim trends and address systemic needs. In response, AGAPE implements wrap-around services aimed at decreasing victims' vulnerability and increasing positive client outcomes.

- o The Office of Family Safety states, "The Nashville-Davidson County High-Risk Intervention Panel is a multi-disciplinary team that works to identify high-risk cases and create individualized intervention plans that incorporate the entire domestic violence response system, with the goals of increasing victim safety and holding offenders accountable." High-risk victims who enter AGAPE's emergency domestic violence shelter are given the option to sign a release for the case managers to discuss their cases with the panel. The panel includes the Davidson County General Sessions Court, Legal Aid Society of Middle Tennessee, Metro Nashville Police Department Domestic Violence Division, Metro Nashville Social Services, Nashville District Attorney's Office, Office of Family Safety, Tennessee Department of Children's Services, Tennessee Department of Probation and Parole, and YWCA Nashville and Middle Tennessee. Through AGAPE's participation in this panel, AGAPE can provide victims with increased safety planning, interventions, and linkage to comprehensive coordinated care.

As previously mentioned, AGAPE advocates and subcontractors are stationed within the Nashville-Metro Family Safety Center, offering after-hours assistance, enabling 24/7 access to emergent services and supports.

18. Explain how the agency will successfully monitor the project's operations, outcomes, and budget. Include the name and position of the person(s) responsible for monitoring and oversight. *

AGAPE utilizes an online database, CAP60, to track victim services and client satisfaction surveys. Court advocacy clients are provided with a client outcome survey at the conclusion of services. Surveys can be completed online or in-person (physical copy distributed to client and inputted by staff member to database) and are linked/uploaded to the victim's case in the online database. These surveys are utilized to ensure the provision of trauma-informed services and assess ways to better provide physical and emotional safety, as well as evaluate programmatic objectives/outcomes. AGAPE's Grant Manager, Abbi Stockwell, is responsible for reviewing, evaluating, and reporting program data. This is done quarterly and annually. Ms. Stockwell will report program metrics and outcomes in accordance with this grant's reporting requirements.

AGAPE's Business Director, Lori Davidson, is responsible for overseeing the program's budget. Grant expenditures will be assigned to the CPF grant code in AGAPE's accounting system. Reports for the CPF grant will be generated each month to determine expenses incurred. The cumulative total expense for the fiscal year-to-date will be compared to the approved grant budget to plan and adjust for future expenditures.

In recruiting and assigning staff for the FSC, AGAPE leadership will ensure that the staff are qualified and will meet the objective of fulfilling after-hours and weekend staffing needs at the Family Safety Center. Tayler Lopez, Director of Domestic Violence Services, will review timesheets and/or invoices submitted by AGAPE employees and subcontractors to ensure accuracy before submission to AGAPE's accounting department for payment. Lori Davidson, Business Director, will confirm that the expenditures are properly recorded by grant code in the accounting system. Ms. Davidson and Abbi Stockwell, Grants Manger, will review the expenditures for the CPF grant code each month prior to billing to ensure that the expenses are valid, allowable costs under the grant contract and corresponding budget.

19. Describe the agency's/organization's experience in programmatic and fiscal management in the specific area of work proposed. *

AGAPE has received CPF grant funds since assuming the Morning Star Sanctuary domestic violence program in 2018. Over the last seven years, AGAPE has continually strived to provide quality, trauma-informed services to those experiencing domestic and interpersonal violence within the Nashville-Davidson County community. AGAPE has consistently met its contractual obligations, adhering to reporting and invoicing requirements. AGAPE seeks to continually improve its service delivery and impact through quarterly and annual programmatic evaluation.

20. **Fiscal Compliance:** Describe how the agency/organization will ensure funds are used in accordance with the approved proposal. If the applicant receives any other Metro Funding, describe how (if at all) these funds will be used differently. Describe agency's/organization's plan for timely invoicing. Describe your plan for timely fiscal reporting. *

Since the CPF grant funds will be used for staffing at the Family Safety Center, AGAPE will ensure that the wages paid to employees and subcontractors are within the scope of the CPF agreement. Supervisors will verify and approve the time submitted by employees and subcontractors are valid hours for allowable activities. To ensure proper billing, employees in positions that are funded by this grant are assigned a grant code within AGAPE's payroll system, and subcontractor invoices are assigned a grant code within the accounting system. As part of AGAPE's scheduled monthly closing and reporting process, the Business Director will generate reports for the CPF grant code and will prepare and send invoices to Metro's Finance Manager by the third week of the month following the month of invoice. Due dates for fiscal reporting are noted and posted within AGAPE's calendar system. Both the Grants Manager and the Business Director track fiscal reporting. AGAPE does not receive any other funding from Metro.

21. Please provide the budget justification for the budget attachment sent with the solicitation. Please remember that funds cannot be used for printing and mailing agency materials unless they are provided to clients served under this grant and/or specified in the contract. *

The budget includes wages, taxes and benefits for both full-time and part-time court advocates to fill overnight, weekend, and holiday shifts at the Family Safety Center. Additionally, the budget contains professional fees paid to subcontractors to fill open shifts to ensure that all hours under the agreement are staffed.

22. In detail, describe your proposal's timeline to completion. How will funds be spent by June 30, 2026? *

The proposed timeline of this project is from July 1, 2025 to June 30, 2026. The requested \$50,000 will be used to support AGAPE employees' and subcontractors' wages. AGAPE employees' wages are estimated at \$44,500 with benefits and taxes, totaling \$3,000. AGAPE anticipates spending \$2,500 on subcontractor wages. Projections are subject to staff availability. However, based on current staffing, AGAPE anticipates that all grant funds will be expended prior to June 30, 2026.

23. Please list year(s) agency/organization has received CPF funding. **Please note this includes CPF funding distributed by any Metro department.** *

Year: 7/1/24-6/30/25 Award Amount: \$67,500
Year: 7/1/23-6/30/24 Award Amount: \$50,000
Year: 7/1/22-6/30/23 Award Amount: \$40,000
Year: 7/1/21-6/30/22 Award Amount: \$50,000
Year: 7/1/19-6/30/20 Award Amount: \$50,000
Year: 8/8/18-6/30/19 Award Amount: \$50,000

24. Please list year(s) agency/organization has received Direct Appropriations funding. **Please note this includes Direct Appropriations funding distributed by Metro in general, not just OFS.** *

Not Applicable.

25. Agency received OFS CPF, Direct Appropriations, or ARPA funding for FY'25. *

Yes

No

26. Funding left at the end of FY'25 Award(s). *Please answer for each award. List N/A if this is the first time applying.* *

CPF Contract# L-6549: Pending the approval of AGAPE's spending plan revision request (submitted 5/15/25), AGAPE does not anticipate leaving any funds unused by the end of FY'25.

ARPA Contract #L-5031: AGAPE had \$43,180 in ARPA funds remaining at the conclusion of the contract.

27. Funding received from other Metro Sources/departments in the last 5 years. Please list the year, award amount, distributing Metro Department, and resolution number for each award. *

Year: 3/1/20-12/31/20 Award Amount: \$50,000
Metro Dpt: CARES Act Funds – Metro Office of Family Safety
Resolution #:RS2020-612

Year: 12/1/21-9/30/24 Award Amount: \$135,000 Metro Dpt.: ARP Funds – Metro Office of Family Safety
Resolution #: RS2021-1152; RS2022-1423; RS2024-746
Amended: 12/1/21-2/28/25 Award Amount: \$157,500

**AGAPE
Court Advocacy Program
Fiscal Year 2026**

Description of Program

AGAPE aims to provide professional, trauma-informed services to victims of domestic and interpersonal violence with the intended outcome of promoting client safety. In partnership with the Jean Crowe Advocacy Center (JCAC) and Office of Family Safety (OFS), the AGAPE court advocacy program assists victims in filing Orders of Protection at peak times when similar agencies are unavailable. AGAPE employees and subcontractors provide support and crisis intervention on weekday nights, weekends, and federal holidays. Victims are provided with safety planning, resource linkage, and referrals to community-based services, such as emergency shelter or transitional housing, children's and family services, legal aid, counseling, and victim's rights support. The FSC is designed to allow victims of interpersonal violence to seek services and resources from a centralized location to help reduce barriers that perpetuate abuse. At times, victims are even transported by Metro-Nashville Police directly to the FSC following an incident of abuse to be assisted by an AGAPE advocate or subcontractor. AGAPE's presence helps victims of domestic violence, sexual assault, and stalking feel safer and more equipped with knowledgeable about available resources. To effectively execute this project, AGAPE advocates are trained in Order of Protection narrative writing, safety planning, high-risk assessment, and standards for screening in and out of services. Additionally, staff are assessed based on the skills needed to successfully navigate the relevant technological systems and engage in interagency coordination/communication. Further AGAPE advocates are trained in the Danger Assessment – a tool used to assess an individual's risk of being killed by his/her intimate partner and his/her immediate risk of danger. This training provides AGAPE advocates with the appropriate knowledge to assess and assist high-risk victims. AGAPE's partnership with the Nashville FSC helps enable around-the-clock access to life-saving services and resources.

AGAPE employees and subcontractors will assist individuals seeking order of protection services at the Nashville-Davidson County Family Safety Center. In Tennessee, an order of protection must be filed either in the county where the abuser lives or in the county where the abuse took place. While it is possible that an AGAPE employee or subcontractor would serve a non-Davidson County resident, the services provided would still, in turn, have a positive impact on the safety and well-being of Nashville-Davidson County residents, as it would hopefully decrease abuse and crimes perpetrated within Davidson County.

Use of CPF Grant Funds

The \$50,000 CPF grant will fund wages for AGAPE employees and subcontractors who are stationed within the Nashville Family Safety Center. These employees and subcontractors will assist victims of domestic violence, sexual assault, and stalking with petitions for Orders of Protection, safety planning, and referrals to other resources, supports, and services to promote client safety.

Budget Narrative

The CPF grant budget includes wages, taxes & benefits for both full-time and part-time court advocates to fill overnight, weekend and holiday shifts at the Family Safety Center. Additionally, the budget contains professional fees paid to subcontractors to fill open shifts to ensure that all hours under the agreement are staffed.

AGAPE
Budget
Fiscal Year Ending June 30, 2026

Income

Contributed Income

Donations	\$ 1,500,000
Grants	923,973
Special Events	580,000
Estate Gifts & other	88,500
Total Contributed Income	<u>3,092,473</u>

Social Services Revenue	2,640,994
Counseling Revenue	655,000
In-Kind Donations	106,825
Income from Investments	75,000
Total Income	<u>6,570,292</u>

Expense

Payroll Expense	3,912,803 *
Foster Care Expense	1,081,454
Commissions/Counseling	249,850
Insurance Expense	140,000
Professional & Legal	134,245
Depreciation Expense	130,000
Special Events	110,000
IT Management	108,415
Mail Appeal & Marketing	95,000
Maintenance & Equipment	80,000
Subscriptions	75,000
Resident Mentoring/Assistance	65,000
Office Space (In-Kind) & The Dwelling Place	50,825
Specific Assistance (TN Strong Families)	46,000
Utilities	45,000
Travel Expense	45,000
Misc. Expenses	42,700
Training & Conferences	35,000
Telephone	30,000
Contract Labor	25,000 **
Supplies	24,000
Bank Fees	23,000
Meals and Entertainment	12,000
Renovation Expense	10,000
Total Expense	<u>6,570,292</u>
Net Income	<u>\$ -</u>

* Includes \$47,500 of payroll expense for court advocates (funded by Metro CPF grant)

** Includes \$2,500 to independent court advocates at FSC (funded by Metro CPF grant)

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Financial Statements
For the Years Ended June 30, 2024 and 2023

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Financial Statements

For the Years Ended June 30, 2024 and 2023

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Independent Auditor's Report

Board of Directors

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Opinion

We have audited the financial statements of The Association for Guidance, Aid, Placement, and Empathy (AGAPE) (the Association), which comprise the statements of financial position as of June 30, 2024 and 2023, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Association as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Association and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Blankenship CPA Group PLLC

Blankenship CPA Group, PLLC
Nashville, Tennessee
October 10, 2024

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Statements of Financial Position

June 30, 2024 and 2023

	2024	2023
Assets		
Cash and cash equivalents	\$ 339,758	\$ 526,605
Accounts receivable, net	336,298	245,785
Prepaid expenses	42,681	31,736
Investments	3,178,766	2,672,644
Property and equipment, net	1,937,184	1,922,169
Beneficial interest in property	543,800	543,800
Cash surrender value of life insurance policy	38,807	37,294
Total assets	<u>\$ 6,417,294</u>	<u>\$ 5,980,033</u>
Liabilities and Net Assets		
Liabilities		
Accounts payable	\$ 144,705	\$ 189,802
Accrued expenses	111,045	110,564
Liability under split-interest agreement	120,180	126,173
Total liabilities	<u>375,930</u>	<u>426,539</u>
Net assets		
Without donor restrictions	4,149,688	3,874,017
With donor restrictions	1,891,676	1,679,477
Total net assets	<u>6,041,364</u>	<u>5,553,494</u>
Total liabilities and net assets	<u>\$ 6,417,294</u>	<u>\$ 5,980,033</u>

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Statement of Activities For the Year Ended June 30, 2024

	Without donor restrictions	With donor restrictions	Total
Support and Revenues			
Public support			
Contributions of cash and other financial assets			
General contributions	\$ 2,154,768	\$ 173,624	\$ 2,328,392
Government grants	716,868	-	716,868
Foundation grants and other	-	125,151	125,151
Contributions of nonfinancial assets	131,301	-	131,301
Total public support	<u>3,002,937</u>	<u>298,775</u>	<u>3,301,712</u>
Service revenue			
Foster care service fees	1,877,843	-	1,877,843
Counseling fees	621,358	-	621,358
Total service revenue	<u>2,499,201</u>	<u>-</u>	<u>2,499,201</u>
Net assets released from restrictions	<u>202,973</u>	<u>(202,973)</u>	<u>-</u>
Total support and revenues	<u>5,705,111</u>	<u>95,802</u>	<u>5,800,913</u>
Expenses			
Program services	4,499,987	-	4,499,987
Management and general	559,255	-	559,255
Fundraising	577,450	-	577,450
Total expenses	<u>5,636,692</u>	<u>-</u>	<u>5,636,692</u>
Other Revenues (Expenses)			
Investment income (loss), net	204,075	116,397	320,472
Miscellaneous income	5,046	-	5,046
Loss on disposal of property and equipment	(1,869)	-	(1,869)
Total other revenues (expenses)	<u>207,252</u>	<u>116,397</u>	<u>323,649</u>
Change in net assets	275,671	212,199	487,870
Net assets, beginning of year	<u>3,874,017</u>	<u>1,679,477</u>	<u>5,553,494</u>
Net assets, end of year	<u>\$ 4,149,688</u>	<u>\$ 1,891,676</u>	<u>\$ 6,041,364</u>

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Statement of Activities For the Year Ended June 30, 2023

	Without donor restrictions	With donor restrictions	Total
Support and Revenues			
Public support			
Contributions of cash and other financial assets			
General contributions	\$ 1,693,713	\$ 101,181	\$ 1,794,894
Government grants	649,593	-	649,593
Foundation grants and other	699,100	120,000	819,100
Contributions of nonfinancial assets	<u>84,173</u>	<u>-</u>	<u>84,173</u>
Total public support	<u>3,126,579</u>	<u>221,181</u>	<u>3,347,760</u>
Service revenue			
Foster care service fees	1,591,815	-	1,591,815
Counseling fees	650,900	-	650,900
Adoption fees	<u>2,300</u>	<u>-</u>	<u>2,300</u>
Total service revenue	<u>2,245,015</u>	<u>-</u>	<u>2,245,015</u>
Net assets released from restrictions	<u>205,047</u>	<u>(205,047)</u>	<u>-</u>
Total support and revenues	<u>5,576,641</u>	<u>16,134</u>	<u>5,592,775</u>
Expenses			
Program services	4,106,558	-	4,106,558
Management and general	568,693	-	568,693
Fundraising	<u>403,652</u>	<u>-</u>	<u>403,652</u>
Total expenses	<u>5,078,903</u>	<u>-</u>	<u>5,078,903</u>
Other Revenues (Expenses)			
Investment income (loss), net	97,510	76,332	173,842
Miscellaneous income	<u>7,439</u>	<u>-</u>	<u>7,439</u>
Total other revenues (expenses)	<u>104,949</u>	<u>76,332</u>	<u>181,281</u>
Change in net assets	602,687	92,466	695,153
Net assets, beginning of year	<u>3,271,330</u>	<u>1,587,011</u>	<u>4,858,341</u>
Net assets, end of year	<u>\$ 3,874,017</u>	<u>\$ 1,679,477</u>	<u>\$ 5,553,494</u>

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Statement of Functional Expenses

For the Year Ended June 30, 2024

	Program Services					Supporting Services			Total
	Domestic Violence Support and Advocacy	Counseling	Foster Care and Parental Education	Maternity Care and Adoption	Total program services	Management and general	Fundraising		
Salaries and related expenses	\$ 917,967	\$ 740,543	\$ 858,937	\$ 41,357	\$ 2,558,804	\$ 412,755	\$ 320,183	\$ 3,291,742	
Foster care support	-	-	912,958	955	913,913	-	-	913,913	
Advertising and marketing	-	-	-	-	-	-	76,613	76,613	
Annual dinner	-	-	-	-	-	-	19,249	19,249	
Annuity payments	-	-	-	-	-	-	10,313	10,313	
Building repairs and maintenance	31,946	14,997	27,709	-	74,652	14,904	1,670	91,226	
Clinical expenses	-	271,075	10,406	-	281,481	-	-	281,481	
Contract labor	28,636	-	2,625	-	31,261	-	1,330	32,591	
Depreciation	45,202	18,549	29,462	76	93,289	16,081	2,866	112,236	
Donated office space	36,825	-	-	-	36,825	-	-	36,825	
Dues and subscriptions	16,417	36,159	6,807	-	59,383	5,924	7,430	72,737	
Equipment repairs and maintenance	30,803	35,165	20,416	1,583	87,967	21,222	3,537	112,726	
Golf tournament	-	-	-	-	-	-	54,395	54,395	
Insurance	32,659	40,405	21,744	2,176	96,984	17,302	3,264	117,550	
Miscellaneous	924	1,266	14,714	1,777	18,681	5,850	509	25,040	
Office supplies	2,789	5,548	5,928	126	14,391	8,770	1,718	24,879	
Payroll and bank fees	21,330	18,317	9,254	1,500	50,401	8,569	13,424	72,394	
Postage	272	2,382	1,560	46	4,260	1,878	3,589	9,727	
Professional and legal	-	-	25	6,482	6,507	15,000	51,600	73,107	
Resident assistance	33,326	700	1,182	-	35,208	-	-	35,208	
Resident supplies	13,237	-	-	-	13,237	-	-	13,237	
Telephone	10,078	7,495	7,729	849	26,151	4,871	1,128	32,150	
Travel, training, and conferences	3,331	11,480	44,384	1,587	60,782	17,655	3,348	81,785	
Utilities	17,015	8,987	9,808	-	35,810	8,474	1,284	45,568	
	<u>\$ 1,242,757</u>	<u>\$ 1,213,068</u>	<u>\$ 1,985,648</u>	<u>\$ 58,514</u>	<u>\$ 4,499,987</u>	<u>\$ 559,255</u>	<u>\$ 577,450</u>	<u>\$ 5,636,692</u>	

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Statement of Functional Expenses

For the Year Ended June 30, 2023

	Program Services				Supporting Services			Total
	Domestic Violence Support and Advocacy	Counseling	Foster Care and Parental Education	Maternity Care and Adoption	Total program services	Management and general	Fundraising	
Salaries and related expenses	\$ 925,702	\$ 570,727	\$ 712,678	\$ 38,019	\$ 2,247,126	\$ 392,051	\$ 184,372	\$ 2,823,549
Foster care support	-	-	890,178	875	891,053	-	-	891,053
Advertising and marketing	-	155	-	-	155	-	29,465	29,620
Annual dinner	-	-	-	-	-	-	28,474	28,474
Annuity payments	-	-	-	-	-	-	7,300	7,300
Building repairs and maintenance	53,611	9,198	9,012	-	71,821	8,728	1,196	81,745
Clinical expenses	-	286,835	-	-	286,835	-	-	286,835
Contract labor	27,830	-	10,125	-	37,955	-	735	38,690
Depreciation	42,997	19,645	17,028	459	80,129	15,025	2,584	97,738
Donated office space	36,825	-	-	-	36,825	-	-	36,825
Dues and subscriptions	15,009	31,427	3,099	1,450	50,985	4,725	9,421	65,131
Equipment repairs and maintenance	28,167	36,983	18,420	1,505	85,075	18,830	3,986	107,891
Golf tournament	-	-	-	-	-	-	57,814	57,814
Insurance	36,085	30,900	16,054	2,017	85,056	12,545	3,034	100,635
Miscellaneous	203	446	1,634	282	2,565	2,199	796	5,560
Office supplies	3,084	4,275	4,555	255	12,169	4,949	1,678	18,796
Payroll and bank fees	14,750	17,083	7,158	1,231	40,222	7,182	15,252	62,656
Postage	234	3,483	1,347	122	5,186	2,222	404	7,812
Professional and legal	-	-	4,598	3,888	8,486	77,300	51,600	137,386
Resident assistance	36,812	-	3,633	-	40,445	-	-	40,445
Resident supplies	11,232	-	-	-	11,232	-	-	11,232
Telephone	9,063	8,792	7,314	874	26,043	4,755	1,283	32,081
Travel, training, and conferences	5,231	5,758	39,836	1,440	52,265	9,869	2,996	65,130
Utilities	18,730	8,835	7,365	-	34,930	8,313	1,262	44,505
	<u>\$ 1,265,565</u>	<u>\$ 1,034,542</u>	<u>\$ 1,754,034</u>	<u>\$ 52,417</u>	<u>\$ 4,106,558</u>	<u>\$ 568,693</u>	<u>\$ 403,652</u>	<u>\$ 5,078,903</u>

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)Statements of Cash Flows
For the Years Ended June 30, 2024 and 2023

	2024	2023
Cash and cash equivalents, beginning of year	\$ 526,605	\$ 480,687
Cash flows from operating activities		
Change in net assets	487,870	695,153
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	112,236	97,738
Donated property and equipment	(26,225)	(2,300)
Donated securities	(166,967)	(34,963)
Unrealized (gain) loss on investments	(158,001)	(90,692)
Loss on disposal of property and equipment	1,869	-
Change in liability under split-interest agreement	(5,993)	(6,123)
Change in:		
Accounts receivable, net	(90,513)	12,619
Prepaid expenses	(10,945)	(7,660)
Cash surrender value of life insurance policy	(1,513)	(1,414)
Accounts payable	(45,097)	20,745
Accrued expenses	481	1,105
Net cash provided (used) by operating activities	<u>97,202</u>	<u>684,208</u>
Cash flows from investing activities		
Purchases of property and equipment	(102,895)	(602,121)
Proceeds from sale of investments	915,657	1,133,665
Purchases of investments	(1,096,811)	(1,169,834)
Net cash provided (used) by investing activities	<u>(284,049)</u>	<u>(638,290)</u>
Net change in cash and cash equivalents	(186,847)	45,918
Cash and cash equivalents, end of year	<u>\$ 339,758</u>	<u>\$ 526,605</u>

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Notes to Financial Statements

For the Years Ended June 30, 2024 and 2023

Note 1. Nature of Operations

The Association for Guidance, Aid, Placement, and Empathy (AGAPE) (the Association) is a licensed, independent, nonprofit, family service agency providing (1) an educational program for teaching good family life and mental health; (2) counseling services for troubled marriages, family systems, and individuals; (3) children's services through foster care, placing children for adoption, and group experiences for children; and (4) refuge for victims of domestic violence and their children who have fled abusive situations. The Association is supported primarily by contributions from individuals, corporations, churches and government grants.

The financial statements reflect only the activities for which the Association is directly involved in the receipt and expending of funds and do not include indirect assistance to the Association's clients through other programs.

Note 2. Summary of Significant Accounting Policies

Accounting Principles

The Association's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP).

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Association and changes therein are classified and reported as follows:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Association. These net assets may be used at the discretion of the Association's management and the Board of Directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Association or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Net assets with donor restrictions represent contributions receivable and amounts available for specific programs.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Association considers all highly-liquid investments with an original maturity of three months or less when purchased to be cash equivalents.

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Notes to Financial Statements

For the Years Ended June 30, 2024 and 2023

Note 2. Summary of Significant Accounting Policies

Receivables and Credit Policy

Accounts receivable for counseling services, foster care and adoption contracts, and government grants for the support of victims of domestic violence are uncollateralized obligations due at the time the service is provided. Certain counseling clients have been granted extended payment terms. Late fees or interest charges are not assessed on delinquent accounts. The carrying amount of accounts receivable is reduced by a valuation allowance, if necessary, which reflects management's best estimate of the amounts that will not be collected. The Association adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 326, *Financial Instruments – Credit Losses* as of July 1, 2023, with the cumulative-effect transition method with the required prospective approach. The measurement of expected credit losses under the current expected credit loss (CECL) methodology is applicable to financial assets measured at amortized cost, which include trade receivables and contract assets. An allowance for credit losses under the CECL methodology is determined using the loss-rate approach and measured on a collective (pool) basis when similar risk characteristics exist. Where financial instruments do not share risk characteristics, they are evaluated on an individual basis.

The CECL allowance is based on relevant available information, from internal and external sources, relating to past events, current conditions and reasonable and supportable forecasts. The allowance for credit losses as of June 30, 2024, and change in the allowance for credit losses during the year ended June 30, 2024, was not material to the financial statements. Prior to adoption of ASC 326, the Association maintained an allowance for doubtful accounts to reserve for potentially uncollectible receivables. The allowance for doubtful accounts as of June 30, 2023, was not material to the financial statements.

Investments

According to the *Not-for-Profit Entities* topic of the FASB ASC, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statements of financial position. Unrealized gains and losses are recognized in the statements of activities. Fair values are based on quoted market prices on the last business day of the year.

The Association uses net asset value (NAV) per share, or its equivalent, as a practical expedient to estimate the fair values of investments in alternative investments that hold investments in a variety of investment instruments including commodity pools, private equity funds, private debt funds, and hedge funds, which do not have readily determinable fair values. Investments that are measured at fair value using NAV per share as a practical expedient are not classified in the fair value hierarchy. The net asset value is determined by the funds' manager at the end of each month. Units are issued and redeemed only at the month-end asset value.

Gains and losses arising from the sale, collection, or other disposition of investments and other noncash assets and ordinary income from investments are accounted for as without donor restrictions unless restricted by the donor.

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Notes to Financial Statements

For the Years Ended June 30, 2024 and 2023

Note 2. Summary of Significant Accounting Policies

Fair Value Measurements

The Association has an established process for determining fair values. Fair value is based upon quoted market prices, where available. If listed prices or quotes are not available, fair value is based upon internally developed models or processes that use primarily market-based or independently-sourced market data and third party information. Valuation adjustments may be made to ensure financial instruments are recorded at fair value. Furthermore, while the Association believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies, or assumptions, to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date. US GAAP has a three-level valuation hierarchy for fair value measurements. A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

The three levels are explained as follows:

Level 1 – Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 – Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset and liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

Endowment Funds

The Uniform Prudent Management of Institutional Funds Act (UPMIFA) was enacted in Tennessee effective July 1, 2007. The *Not-for-Profit Entities* topic of FASB ASC provides guidance on the net asset classification of donor restricted endowment funds for a nonprofit organization that is subject to an enacted version of UPMIFA. It requires that the amount of net assets with donor restrictions cannot be reduced by losses on investments of funds or by an organization's expenditures from the fund unless the donor required the gift to be held in specific investments. It also requires disclosure of a description of the governing board's interpretation of the law that underlies the organization's net asset classification of donor restricted endowment funds, a description of the organization's policies for the appropriation of endowment assets for expenditures (its endowment spending policies), a description of the organization's endowment investment policies, and additional disclosures not previously required.

Property and Equipment

Property and equipment are stated at cost. Donated assets are recorded at their estimated fair value at the date of the gift. Depreciation is provided over the assets' estimated useful lives using the straight-line method. Estimated useful lives for the various classes of assets are as follows:

Building and improvements	4 – 40 years
Furniture and equipment	3 – 7 years
Transportation equipment	3 – 5 years

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Notes to Financial Statements

For the Years Ended June 30, 2024 and 2023

Note 2. **Summary of Significant Accounting Policies**

Property and Equipment

Expenditures for maintenance and repairs are expensed when incurred. Expenditures for renewals or betterments are capitalized. When property is retired or sold, the cost and the related accumulated depreciation are removed from the accounts, and the resulting gain or loss is included in the statements of activities.

Beneficial Interest in Property

The beneficial interest in property represents the estimated fair value of property bequeathed to the Association. Such property will be transferred to the Association upon the death of the donor's widow. The donor's widow retained a life interest in the property with a value of \$120,180 and \$126,173 as of June 30, 2024 and 2023, respectively.

Functional Allocation of Expenses

Expenses that can be directly attributed to a particular function are charged to that function. Expenses that relate to more than one function are allocated among applicable functions on the basis of objectively evaluated financial and nonfinancial data or reasonable subjective methods determined by management. Expenses that were allocated consist primarily of salary and related expenses which have been allocated based on time and effort.

Leases

The Association determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Association also considers whether its service arrangements include the right to control the use of an asset.

The Association recognizes most leases on its statements of financial position as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Leases are classified as either finance leases or operating leases based on certain criteria. Classification of the lease affects the pattern of expense recognition in the statement of activities.

The Association made an accounting policy election available not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease. The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives received. To determine the present value of lease payments, the Association made an accounting policy election available to non-public entities to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date.

Future lease payments may include fixed-rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes of an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Residual value guarantees or payments for terminating the lease are included in the lease payments only when it is probable they will be incurred.

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Notes to Financial Statements

For the Years Ended June 30, 2024 and 2023

Note 2. **Summary of Significant Accounting Policies**

Leases

The Association has made an accounting policy election to account for lease and nonlease components in its contracts as a single lease component for its real estate, vehicle, and equipment asset classes. The nonlease components typically represent additional services transferred to the Entity, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

Leases are not material to the Association's financial statements and, therefore, separate line-item presentation and additional disclosures are not presented.

Income Taxes

The Association is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC). However, income from certain activities not directly related to the Association's tax-exempt purpose is subject to taxation as unrelated business income. Accordingly, no provision for income tax has been made. US GAAP requires the Association's management to evaluate tax positions taken by the Association and recognize a tax liability (or an asset) if the Association has taken an uncertain position that more likely than not would not be sustained under examination by the Internal Revenue Service. Management has analyzed the tax positions of the Association and had concluded that as of June 30, 2024 and 2023, no uncertain tax positions have been taken or are expected to be taken that would require recognition of a liability (or an asset) or disclosure in the financial statements.

Advertising and Marketing Expenses

The Association's advertising efforts involve social media, printed marketing materials, booth sponsorships, radio, and magazine advertisements to the general public and are expensed as incurred.

Note 3. **Revenue**

Contributions of Cash and Other Financial Assets

Contributions of cash and other financial assets are recognized as revenue when received. Unconditional promises to give that are expected to be collected within one year are recorded at their estimated net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of estimated future cash flows.

The discounts on those amounts are computed using an interest rate applicable to the year in which the promise is received. Amortization of the discount is included in contribution revenue. Conditional promises to give are not included as support until such time as the conditions are substantially met.

All contributions are considered to be without donor restrictions unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as with donor restrictions. However, if a donor-imposed restriction is fulfilled in the same time period in which the contribution is received, the Association reports the support as without donor restrictions.

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Notes to Financial Statements

For the Years Ended June 30, 2024 and 2023

Note 3. Revenue

Contributions of Nonfinancial Assets

Contributed services are reflected in the financial statements at the estimated fair value of the services received only when those services either (a) create or enhance nonfinancial assets, or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

Service Revenue

Service revenue is recognized when the Association transfers the promised goods or services to a customer in an amount that reflects consideration that is expected to be received for those goods and services.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer and is the unit of account under ASC 606. The transaction price is allocated to each distinct performance obligation and is recognized as revenue when, or as, each performance obligation is satisfied. The Association's revenue within the scope of ASC 606 consists primarily of revenue from counseling services, adoptions fees, and foster care services. The contract performance obligation for these activities is generally satisfied at the time the services are provided.

Accounts Receivable

Accounts receivable relating to counseling, adoption, foster care services, and government grants totaled \$336,298 and \$245,785 net of an allowance for credit losses totaling \$1,136 at June 30, 2024 and 2023, respectively.

Note 4. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	2024	2023
Financial assets		
Cash and cash equivalents	\$ 339,758	\$ 526,605
Accounts receivable, net	336,298	245,785
Investments	3,178,766	2,672,644
Total financial assets at year-end	3,854,822	3,445,034
Less amounts not available to be used within one year		
Net assets with board designations	(1,932,713)	(1,662,532)
Net assets with donor restrictions	(1,816,676)	(1,589,477)
Financial assets available to meet cash needs for general expenditures within one year	\$ 105,433	\$ 193,025

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Notes to Financial Statements

For the Years Ended June 30, 2024 and 2023

Note 4. **Liquidity and Availability**

The Association regularly monitors liquidity required to meet its operating needs and other contractual commitments. For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Association considers all expenditures related to its ongoing activities of domestic violence support and advocacy, counseling, foster care and parental education, and maternity care and adoption, as well as the conduct of services undertaken to support those activities to be general expenditures. As a part of the Association's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Board designated investments of \$1,932,713 and \$1,662,532 as of June 30, 2024 and 2023, respectively, are designated for long-term purposes. The Association does not intend to use these investments for operating purposes; however, these amounts could be made available for operations if necessary.

Note 5. **Investments**

The classification of the Association's investment securities are as follows at June 30, 2024:

	Level 1	Level 2	Level 3	Total
Investments at fair value				
Cash and short-term investments	\$ 587,819	\$ -	\$ -	\$ 587,819
Certificates of deposit	119,889	-	-	119,889
Corporate bonds	-	116,968	-	116,968
Government securities	301,621	-	-	301,621
Marketable equity securities	1,568,488	-	-	1,568,488
Mutual funds	<u>219,364</u>	<u>-</u>	<u>-</u>	<u>219,364</u>
	2,797,181	116,968	-	2,914,149
Investments at NAV				
Alternative investments	<u>-</u>	<u>-</u>	<u>264,627</u>	<u>264,627</u>
Total investments	<u>\$ 2,797,181</u>	<u>\$ 116,968</u>	<u>\$ 264,627</u>	<u>\$ 3,178,776</u>

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Notes to Financial Statements

For the Years Ended June 30, 2024 and 2023

Note 5. Investments

The classification of the Association's investment securities are as follows at June 30, 2023:

	Level 1	Level 2	Level 3	Total
Investments at fair value				
Cash and short-term investments	\$ 337,279	\$ -	\$ -	\$ 337,279
Certificates of deposit	359,872	-	-	359,872
Corporate bonds	-	74,931	-	74,931
Government securities	233,710	-	-	233,710
Marketable equity securities	1,271,103	-	-	1,271,103
Mutual funds	<u>142,562</u>	<u>-</u>	<u>-</u>	<u>142,562</u>
	2,344,526	74,931	-	2,419,457
Investments at NAV				
Alternative investments	<u>-</u>	<u>-</u>	<u>253,187</u>	<u>253,187</u>
Total assets at fair value	<u>\$ 2,344,526</u>	<u>\$ 74,931</u>	<u>\$ 253,187</u>	<u>\$ 2,672,644</u>

The following schedule summarizes the net investment income in the statements of activities for 2024 and 2023:

	2024	2023
Dividend income	\$ 63,917	\$ 45,997
Interest income	40,059	24,996
Net gain (loss) on investments	239,028	124,865
Investment expenses	<u>(22,532)</u>	<u>(22,016)</u>
Investment income (loss), net	<u>\$ 320,472</u>	<u>\$ 173,842</u>

Note 6. Property and Equipment

A summary of property and equipment is as follows:

	2024	2023
Land	\$ 703,090	\$ 703,090
Building and improvements	2,100,802	1,995,169
Furniture and equipment	279,094	308,079
Transportation equipment	7,844	12,377
Less: accumulated depreciation	<u>(1,153,646)</u>	<u>(1,096,546)</u>
Property and equipment, net	<u>\$ 1,937,184</u>	<u>\$ 1,922,169</u>

Depreciation expense totaled \$112,236 and \$97,738 for the 2024 and 2023, respectively.

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Notes to Financial Statements

For the Years Ended June 30, 2024 and 2023

Note 7. Net Assets with Donor Restrictions

Net assets with donor restrictions consist of contributions with donor-imposed restrictions for the following purposes:

	2024	2023
Justiss endowment	\$ 971,092	\$ 971,092
Interest in life estate, net and life insurance	462,293	454,787
Operations endowment	150,000	-
Justiss earnings	124,961	39,020
Subsequent year operations	75,000	90,000
Maternity care	50,000	50,000
Trauma counseling	38,857	45,828
Specific assistance	15,568	17,922
Hispanic counseling	-	4,710
Foster care events	-	2,000
Ministers' retreat	2,000	2,000
Morning Star housing	1,500	1,500
Counseling supplies and equipment	405	-
Domestic violence assistance	-	618
Total net assets with donor restrictions	<u>\$ 1,891,676</u>	<u>\$ 1,679,477</u>

Note 8. Endowment Funds

The Association's endowment funds consist of board-designated and donor-restricted net assets which are held in investment accounts. Net assets associated with endowment funds are classified and reported based upon the existence or absence of donor-imposed restrictions. Endowment net asset composition by type of fund as of June 30, 2024, is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Justiss Endowment	\$ -	\$ 971,092	\$ 971,092
Justiss Endowment earnings	-	124,961	124,961
Operations Endowment	-	150,000	150,000
Other funds held as investments	1,582,967	-	1,582,967
Heffington Fund	223,454	-	223,454
Kresge Fund	126,292	-	126,292
Total endowment	<u>\$ 1,932,713</u>	<u>\$ 1,246,053</u>	<u>\$ 3,178,766</u>

Changes in endowment net assets for the year ended June 30, 2024, are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	\$ 1,662,532	\$ 1,010,112	\$ 2,672,644
Investment return	192,222	116,397	308,619
Additions	156,178	150,000	306,178
Distributions, net	(78,219)	(30,456)	(108,675)
Endowment net assets, end of year	<u>\$ 1,932,713</u>	<u>\$ 1,246,053</u>	<u>\$ 3,178,766</u>

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Notes to Financial Statements

For the Years Ended June 30, 2024 and 2023

Note 8. Endowment Funds

Endowment net asset composition by type of fund as of June 30, 2023, is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Justiss Endowment	\$ -	\$ 971,092	\$ 971,092
Justiss Endowment earnings	-	39,020	39,020
Other funds held as investments	1,348,923	-	1,348,923
Heffington Fund	200,366	-	200,366
Kresge Fund	<u>113,243</u>	<u>-</u>	<u>113,243</u>
Total endowment	<u>\$ 1,662,532</u>	<u>\$ 1,010,112</u>	<u>\$ 2,672,644</u>

Changes in endowment net assets for the year ended June 30, 2023, are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	\$ 1,523,434	\$ 987,386	\$ 2,510,820
Investment return	97,510	76,332	173,842
Additions	54,181	-	54,181
Distributions, net	<u>(12,593)</u>	<u>(53,606)</u>	<u>(66,199)</u>
Endowment net assets, end of year	<u>\$ 1,662,532</u>	<u>\$ 1,010,112</u>	<u>\$ 2,672,644</u>

Endowment Investment Policy and Risk Parameters

The Board of Directors of the Association has interpreted the UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as net assets restricted in perpetuity (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor restricted endowment fund that is not classified in net assets with donor restrictions in perpetuity is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Association in a manner consistent with the standard of prudence prescribed by UPMIFA.

The Association has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor restricted funds that the Association must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed inflation by 4% while assuming a moderate level of investment risk. Actual returns in any given year may vary from this amount,

Strategies Employed for Achieving Investment Objectives

To satisfy its long-term rate-of-return objectives, the Association relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Association targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Notes to Financial Statements

For the Years Ended June 30, 2024 and 2023

Note 8. **Endowment Funds**

Spending Policy and How the Investment Objectives Relate to Spending Policy

The Association has a policy of appropriating for distribution each year 5% or less of its endowment fund's average fair value over the prior 12 quarters through the calendar year-end preceding the fiscal year in which the distribution is planned. In establishing this policy, the Association considered the long-term expected return on its endowment. This is consistent with the Association's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

From time to time, the fair value of assets associated with individual donor restricted endowment funds may fall below the level the donor or UPMIFA requires the Association to retain as a fund of perpetual duration. However, there were no such deficiencies as of June 30, 2024 and 2023.

Note 9. **Contributions of Nonfinancial Assets**

A summary of contributions of nonfinancial assets received and included as contributions and expenses in the statements of activities is as follows:

	2024	2023
Office space	\$ 36,825	\$ 36,825
IT services	19,944	19,008
Donated security features	14,295	-
Household items	7,820	11,253
Newsletter printing	42,487	11,182
Kids Classic	-	3,605
Flooring	9,930	2,300
	<u>\$ 131,301</u>	<u>\$ 84,173</u>

Unless otherwise noted, the Association did not recognize any contributions of nonfinancial assets with donor-imposed restrictions.

The Family Safety Center donated office space for the Association's domestic violence support and advocacy program. The Association's court advocates use this space to meet with persons affected by domestic violence and assist them with orders of protection or direct them to other resources. The Association valued the contribution based upon its estimate of current lease rates for comparable space.

The Association recognizes the discount given by its IT management provider as an in-kind donation. Services include maintenance of computer equipment and networks along with backup and security services. These services are utilized ratably across all programs/activities and were valued based upon information supplied from its service provider.

Household items are items such as toiletries and paper goods that were donated to the domestic violence shelter. These items were used by participants residing at the shelter and have been valued based upon current costs to purchase.

The Association for Guidance, Aid, Placement, and Empathy (AGAPE)

Notes to Financial Statements

For the Years Ended June 30, 2024 and 2023

Note 9. Contributions of Nonfinancial Assets

Printed materials that were donated were used to inform donors and the community of the Association's services and events and are recorded in fundraising expense. Printed materials are valued based on current prices obtained from the supplier.

Donated flooring was installed at the domestic violence shelter and AGAPE's foster home and is valued based upon the current costs to purchase similar items.

Donated security features were installed at AGAPE's main office building and is valued based upon the discount provided by the installer.

The Association received donations of golf packages at various golf courses that were given to winners of the Kids Classic fundraising golf tournament and are recorded in fundraising expense. These packages are recorded at the cost to purchase.

Note 10. Retirement Plan

The Association sponsors a defined contribution retirement plan for its employees, which was established under the provisions of IRC Section 403(b). Employees may begin participation upon inception of employment. Employee contributions of up to 5% of wages are matched by the Association. The Association's matching contributions of \$91,681 and \$87,463 for 2024 and 2023, respectively, are included in salary and related expenses in the accompanying statements of functional expenses.

Note 11. Concentrations

During the years ended June 30, 2024 and 2023, the Association maintained deposits in financial institutions which, at times, exceeded federally insured limits. The Association has not experienced any losses in such accounts. The Association had balances in excess of federally insured limits of approximately \$148,000 and \$290,000 as of June 30, 2024 and 2023, respectively.

The Association utilizes various investment instruments. Investment securities, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to the level of risk associated with certain investment securities, it is reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statements of financial position.

Note 12. Subsequent Events

Management has evaluated subsequent events through October 10, 2024, the date on which the financial statements were available for issuance.

Internal Revenue Service

Date: November 30, 2006

ASSOCIATION FOR GUIDANCE AID
PLACEMENT & EMPATHY
LOCAL
NASHVILLE TN 37204-1889

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Laura A. Botkin 31-08415
Customer Service Specialist
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
62-0760716

Dear Sir or Madam:

This is in response to your request of November 30, 2006, regarding your organization's tax-exempt status.

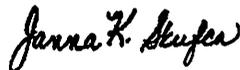
In November 1966 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

Tennessee Secretary of State
Tre Hargett



Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

January 27, 2025

LORI DAVIDSON
4555 TROUSDALE DRIVE
NASHVILLE, TN 37204

RE: Registration to Solicit Funds for Charitable Purposes

Organization Name: ASSOCIATION FOR GUIDANCE, AID, PLACEMENT & EMPATHY (AGAPE)

CO Number: CO446

Renewal Date: 12/31/2025

Dear LORI DAVIDSON :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501, *et seq.* the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at <https://sos.tn.gov/charities>. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars (\$5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

A handwritten signature in black ink that reads "Tre Hargett".

Tre Hargett
Secretary of State

Tracking Number
2024139299

Application to Renew Registration of a Charitable Organization



Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/charities

CO Number: CO446
Filed: 01/20/2025 11:17 AM
Tre Hargett
Secretary of State

Organization Information

Legal Name of the Charitable Organization: ASSOCIATION FOR GUIDANCE, AID, PLACEMENT & EMPATHY (AGAPE)

Legal entity type of the Organization: Corporation

FEIN: 62-0760716

Initial Registration Date: 11/26/2008

Renewal Date: 12/31/2024

Has your fiscal year ending month changed since your last renewal?

Yes No

Fiscal Year Ending Month: June

When and where was the organization legally established

Date: 02/23/1966

Country: USA

City/State: NASHVILLE, TN

County: Davidson

Has your Principal Office address changed since your last renewal?

Yes No

Principal Office Address

4555 TROUSDALE DRIVE
USA, NASHVILLE, TN 37204

Has your Mailing address changed since your last renewal?

Yes No

Mailing Office Address

4555 TROUSDALE DRIVE
USA, NASHVILLE, TN 37204

Contact Information for the Charitable Organization

Contact Name: LORI DAVIDSON

Telephone Number: (615) 781-3000

Fax Number: (615) 781-8262

Email: ldavidson@agapenashville.org

Website: www.agapenashville.org

Current names used by the charity organization

AGAPE

Do you need to modify other names that the charity solicits under?

Yes No

Has the organization registered in any other state(s)?

Yes No

Does the charity have other offices, chapters, branches, affiliates or a parent?

Yes No

The category that best describes your organization

P - Human Services

The charitable purpose of the organization

To strengthen children and families with the healing love of Christ through professional counseling, adoption, foster care, and domestic violence support and advocacy.

Tax & Financial Information

Has your tax exempt status changed since your last renewal?

Yes No

Last Fiscal Year Start: July 2023

Last Fiscal Year End: June 2024

Type of 990 Tax Form Filed: 990 (Long Form)

Government Grants	\$ 716,868.00
Total Revenue	\$ 6,768,823.00

Solicitation Information

Have you been enjoined by any court from soliciting contributions?

Yes No

Does your organization contract with or otherwise engage the services of any outside fundraising professional (such as a “professional fund-raiser,” “paid solicitor,” “fund raising counsel,” or “commercial co-venturer”)?

Yes No

Officer Information

Do you need to modify the current officers?

Yes No

List each officer, director, and trustee (at least 2 officers are required, and you must list officers who have or share the following titles: "Chief Financial Officer", "Custodian of Contributions", "Custodian of Final Distributions")

Shounika Nelson
4555 Trousdale Drive
Nashville, TN 37204, USA
Title(s): Treasurer

Tara Swafford
207 3rd Avenue North
Franklin, TN 37064, USA
Title(s): President

Traci King Landon
1029 Echelon Drive
Franklin, TN 37064, USA
Title(s): Custodian of Final Distributions

V. Chandler Means
4223 Columbia Pike
Franklin, TN 37064, USA
Title(s): Custodian of Contributions, Custodian of Final Distributions, Chief Executive Officer, Chief Administrative Officer

LOGAN HARTLINE
4555 TROUSDALE DRIVE
NASHVILLE, TN 37204
Title(s): Director

PHILLIP YOUNG
4555 TROUSDALE DRIVE
NASHVILLE, TN 37204, USA
Title(s): Secretary

LORI DAVIDSON
4555 TROUSDALE DRIVE
NASHVILLE, TN 37204, USA
Title(s): Custodian of Contributions, Custodian of Final Distributions, Chief Fiscal Officer

BRAD ARNOLD
4555 TROUSDALE DRIVE
NASHVILLE, TN 37204
Title(s): Director

JOHN STALLWORTH
4555 TROUSDALE DRIVE
NASHVILLE, TN 37204, USA
Title(s): Vice President

Has any officer, director, manager, operator, or principal of the organization been the subject of an injunction, judgement, or administrative order or been convicted of a felony?

Yes No

Signature

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Lori Davidson

Date: 01/20/2025

Title: Chief Fiscal Officer

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Vernon Chandler Means

Date: 01/20/2025

Title: Chief Executive Officer



Tre Hargett
Secretary of State

Division of Business and Charitable Organizations

Department of State

State of Tennessee

312 Rosa L. Parks Avenue, 6th Floor

Nashville, Tennessee 37243

Phone: 615-741-2555

Fax: 615-253-5173

sos.tn.gov/charities

Date: 12/19/2024

Invoice: 2024-11874

Customer Information

LORI DAVIDSON

ASSOCIATION FOR GUIDANCE, AID, PLACEMENT & EMPATHY (AGAPE)

4555 TROUSDALE DRIVE

NASHVILLE, 37204

Tracking Number	Description	Amount Paid
2024139299	ASSOCIATION FOR GUIDANCE, AID, PLACEMENT & EMPATHY (AGAPE) (CH Filing Late Fee)	\$ 10.00
2024139299	ASSOCIATION FOR GUIDANCE, AID, PLACEMENT & EMPATHY (AGAPE) (CH Charitable Renewal)	\$ 10.00
Payment Details		
	Fee Total:	\$ 20.00
	Payment Total:	\$ 20.00
	Amount Due:	\$ 0.00
Payment Method		
	Payment Type:	Credit Card
	Check/Confirmation Number:	3888561956,3889678533

State of Tennessee



Department of State

I, **Joe C. Carr**, Secretary of State of the State of Tennessee, do hereby certify that the annexed Instrument with Certificate of Acknowledgment was filed in my office and recorded on the 23rd day of February 1966

IN CORPORATION RECORD BOOK VOLUME O-26, PAGE 199

In Testimony Whereof, I have hereunto subscribed my Official Signature and by order of the Governor affixed the Great Seal of the State of Tennessee at the Department in the City of Nashville, this 23rd day of



February

A.D. 1966

Joe C. Carr
Secretary of State.

STATE OF TENNESSEE

Charter of Incorporation

Be It Known, That F. Miles Ezell, William J. Wilson, Jr., F. Miles Ezell, Jr., Doyle S. Gaw and Charles Brandon,

and hereby constituted a body politic and corporate, by the name of and style of _____

THE ASSOCIATION FOR GUIDANCE, AID, PLACEMENT AND EMPATHY

The general nature of the business to be transacted by this corporation is the support of any benevolent or charitable undertaking as: (1) Hospitals for the sick, homes of refuge or orphanages, child placement organizations and all other objects of like nature. (2) Establishing, maintaining and conducting a program for strengthening family life; placing children for foster boarding care, adoption, medical or psychiatric treatment. (3) Counseling with troubled families and individuals. (4) Maintaining a program for the care, support and treatment of dependent and neglected children and for the purpose of promoting their religious, moral and intellectual well-being. (5) To erect, construct and maintain such buildings or offices and equipment on property owned, leased or controlled by the corporation as may be necessary from time to time to be used for the purpose of administration, living quarters, school room and for religious, educational, and industrial instruction and for the proper care and maintenance of children. Each member, director and officer of this corporation shall: (A) Accept the Holy Bible as the full and final revelation of God's will to man and it shall be his or her only rule of faith and practice in religion. (B) Accept the teachings and practice of the New Testament and follow it in all matters of faith, worship and works. (C) Be a member of the Church of Christ in good standing with his or her local congregation.

The general powers of said corporation shall be: (1) To sue and be sued by the corporate name. (2) To have and use a common seal, which it may alter at pleasure; if no common seal then the signature of the name of the corporation, by any duly authorized officer, shall be legal and binding. (3) Any corporation chartered under the laws of Tennessee for religious, charitable, educational, missionary, or other eleemosynary purposes, and not for profit, shall have the power to receive property, real, personal or mixed, by purchase, gift, devise, or bequest, sell the same and apply the proceeds toward the promotion of the objects for which it is created, or hold any such property and apply the income and profits towards such objects. (4) Any corporation heretofore chartered for any of the following purposes, desiring to avail itself of these powers, shall submit the question to its directors or trustees at any regular meeting, or special meeting, called for the purpose, or to any regular or special meeting of its executive committee, and if a majority of said directors, trustees, or executive committee vote in favor of applying for the amendment, it may then proceed in usual course to file an amendment to its charter. (5) To establish by-laws, and make all rules and regulations not inconsistent with the laws and constitution, deemed expedient for the management of corporate affairs. (6) To appoint such subordinate officers and agents, in addition to a president and secretary, or treasurer, as the business of the corporation may require. (7) To designate the name of the office, and fix the compensation of the officer. (8) To borrow money to be used in payment of property bought by it, and for erecting buildings, making improvements, and for other purposes germane to the objects of its creation, and secure the repayment of the money thus borrowed by mortgage, pledge, or deed of trust, upon such property, real, personal, or mixed, as may be owned by it; and it may, in like manner, secure by mortgage, pledge, or deed of trust, any existing indebtedness which it may have lawfully contracted.

The said five or more incorporators shall, within a convenient time after the registration of this charter, elect from their number a president, secretary, and treasurer, or the last two officers may be combined into one, said officers and the other incorporators to constitute the first board of directors. Any corporation not

for profit may increase its directors or trustees to a number not more than one hundred, by due and proper amendment to its by-laws, unless otherwise specifically provided. In all elections each member to be entitled to one vote, either in person or by proxy, and the result to be determined by a majority of the votes cast. Due notice of any election must be given by advertisement in a newspaper, personal notice to the members, or a day stated on the minutes of the board one month preceding the election. The term of officers may be fixed by the by-laws, the said term not, however, to exceed three years. All officers hold office until their successors are duly elected and qualified.

The general welfare of society, not individual profit, is the object for which this charter is granted, and the members are not stockholders in the legal sense of the term, and no dividends or profits shall be divided among the members.

The board of directors shall keep a record of all their proceedings, which shall be at all times subject to the inspection of any member. The corporation may establish branches in any other County in the State.

The members may, at any time, voluntarily dissolve the corporation, by a conveyance of its assets and property to any other corporation holding a charter from the State for purposes not of individual profit, first providing for corporate debts. A violation of any of the provisions of the charter shall subject the corporation to dissolution at the instance of the State.

Whenever there has been no meeting of the members for a period of five years or more, and because of the death of members or the condition of the corporate records it is impossible to notify a sufficient number of members to constitute a quorum, notice of a meeting of the members may be made by publication in some newspaper in the County where such corporation has its principal location, at least thirty days before such meeting shall be held. The members attending such meeting shall be deemed to constitute a quorum for the purposes of electing directors or trustees, and authorizing such directors or trustees to dissolve the corporation and convey its property and assets in accordance with this section.

The charter is subject to modification and amendment; and in case said modification or amendment is not accepted, corporate business is to cease, and the assets and property, after payment of debts, are to be conveyed, as aforesaid, to some other corporation holding a charter for purposes not connected with individual profit. Acquiescence in any modification, thus declared, shall be determined in a meeting of the members especially called for that purpose, and only those voting in favor of the modification shall thereafter compose the corporation.

The means, assets, income, or other property of the corporation shall not be employed, directly or indirectly, for any other purpose whatever than to accomplish the legitimate objects of its creation, and by no implication shall it engage in any kind of trading operation, nor hold any more real estate than is necessary for its legitimate purposes.

Expulsion shall be the only remedy for the nonpayment of dues by the members, and there shall be no individual liability against the members for corporate debts, but the entire corporate property shall be liable for the claims of creditors.

We, the undersigned, the incorporators above mentioned, hereby apply to the State of Tennessee for a charter of incorporation for the purposes declared in the foregoing instrument.

Witness our hands this, the 18 day of February, 1966,

William J. Wilson, Jr.
F. Miles Ezell, Jr.
Doyle S. Gaw
Charles Brandon

SUBSCRIBING WITNESS:

STATE OF TENNESSEE, COUNTY OF Davidson

Personally appeared before me Zelik V. Dickens

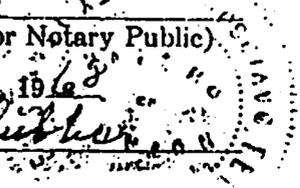
(Clerk of the County Court or Notary Public), the within named incorporators, F. Miles Ezell, William J. Wilson, Jr., F. Miles Ezell, Jr., Doyle S. Gaw and Charles Brandon,

with whom I am personally acquainted, and who acknowledged that they executed the within application for a Charter of Incorporation for the purposes therein contained and expressed.

Witness my hand and official seal at office in Nashville, Tennessee, this 18 day of Feb, 1966

Zelik V. Dickens
(Signature of County Court Clerk or Notary Public)

(If Notary Public) My commission expires 2 day of Nov., 1968
(Official Title) Notary Public



AGAPE
2025-26

Board of Directors

Executive Director
Chandler Means

Quality Assurance & Compliance Mgr.
TBD

Executive Leadership Coordinator
Kristy Coleman, MS

Director of Marketing and Donor Relations
Lisa Shacklett, MBA

Dir of Operations and Outreach
Traci King Landon, MBA

Clinical Director of CRS
Jason, Cooper, Ph. D.

Business Director
Lori Davidson, CPA

Director of Social Services
Ami Parker, MMFT

Director of DV Services
Tayler Lopez, BSW

Asst. Director of Development
Sam Moran, MBA

Marketing and Donor Relations
Assistant
Anna Bingham

HR & Operations Assistant
Logan Tucker

Office Manager
Johanna Suttles

Insurance/Billing Specialist
Martha Cooper

Office Assistants
2-4

Assistant Clinical Director
Shanna Shilling, LMSW

Therapist
Tracy Hall, Ph.D., LMFT

Therapist
Jessica Villareal

Therapist
Meg Embody, MMFT LMFT

Therapist
Danny Camp, M.Div., LMFT

Therapist
Madelyn Martin

Affiliate Offices & Contract Counselors
(15)

Interns
(3-5)

Abbi Stockwell
Grants Manager

Taryn Kleinshmidt
Assistant to Grants Mgr

Foster Home Support Managers—Alisa
Pearson, BA; Catherine Felton, MS.

Foster/Adoptive Parents

Interns

Maternity /Adopt CM
Lovette Gaston, BA
Jessica Palmer, TN Strong Families :

Foster/Adoptive Parents

SS Assistant Director
Briana Jenczyk, MSSW

Foster Care Case Managers
Mary Corley, MSW; Taylor Fabrizius, MSW; Kennedy Wagner,
BSW; Natalie Porter, BA, Evie Sutton, MSW, Lorinne Vasquez,
BA

Foster Care Recruiting & Training Mgr.
Raymond Hand, BSW

Residential Program Manager,
Nicole Boeger

Shelter Supervisor 2 & 3
Laurel Jackson

(4) FT Shelter Advocates:

(2) PT Weekend Shelter
Advocates:

Shelter Supervisor
Shelter 1
Tera Kinsman

(4) FT Shelter Advocates

(4) PT Weekend Shelter
Advocates:

Case Manager
Courtney Laansma

Case Manager
Nicole Boeger

Operations Coordinator
Sharon Brown

Service Coordinator
Mallory Myers

Traci Hodges
Court Advocate Program
Manager

(2) FT Court Advocates

(8) PT Court Advocates

**THE NASHVILLE
CHILDREN'S ALLIANCE**

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Nashville Children's Alliance Contract # _____

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND THE NASHVILLE CHILDREN'S ALLIANCE**

This Grant Contract issued and entered into pursuant to Substitute BL 2025-833, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and The Nashville Children's Alliance, ("Recipient"), is to reduce the effects of adverse childhood experiences for children and families who have experienced child abuse and/or neglect and/or witnessed extreme violence. further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

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

- a. Provide comprehensive wrap-around services and referrals to families in crisis due to allegations of child maltreatment.
 - i. Provide professional, appropriate emotional support for non-offending caregivers who are dealing with the trauma of their child's abuse.
 - ii. Educate caregivers about the dynamics of abuse, treatment options, and access to services, and providing literature about abuse prevention, local resources, and referrals for mental health services at NCA and/or other mental health providers.
 - iii. Link families with local community-based advocates, including domestic violence advocates, rape crisis counselors, Court Appointed Special Advocates, and system-based advocates, including law enforcement victim advocates and prosecutor-based victim witness coordinators, as appropriate.
- b. At least 110 non-offending caregivers who come to NCA for a forensic interview will be offered referrals for services and resources for themselves or their children specific to the needs presented.
 - i. All funded staff must meet the Office of Criminal Justice Programming (OCJP) Family Justice Center (FJC) training requirement through training provided or approved by the Metropolitan Government of Nashville and Davidson County's Office of Family Safety.

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 and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing upon contract **July 1, 2025, and ending on June 30, 2026.** Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Nashville Children's Alliance Contract # _____

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **fourty thousand dollars (\$40,000)**. The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

Recipient must send all invoices to Sean McGuire seanpmcguire@jnsnashville.gov.

Final invoices for the contract period should be received by Sean McGuire by August 15, 2026, Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro's Office of Family Safety Sean McGuire @ seanpmcguire@jnsnashville.gov) within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.

C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.

C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.

C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Nashville Children's Alliance Contract # _____

C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.

D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

D.3.1 **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.3.2. **Termination—Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.

D.3.2.a. The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.

D.3.2.b. Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.3.3. **Termination –Funding.** The 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 the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant 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.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Nashville Children's Alliance Contract # _____

- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit an **Interim Report** by no later than **January 31, 2026**. A **Final Program Report** is to be received by the Office of Family Safety within 45 [forty-five] days (**August 15, 2026**) of the end of the Grant Contract. Said reports shall detail the Recipient's progress on each of the core metrics identified in the grant solicitation and any program specific and/or outcome measure identified in the Recipient's Grant Spending Plan as funded under this Grant Contract.

Additional metrics may be requested over the course of this cycle. Program Reports must be submitted to LaToya Townsend at OFS Finance and Grants
OFSFinanceGrants@jnsnashville.gov.

- D.10. **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.11. **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.11.1 General Liability Insurance

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

D.11.2 Automobile Liability Insurance

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

D.11.3 Sexual Molestation and Abuse Insurance

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Nashville Children's Alliance Contract # _____

D.11.4 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 Recipient 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, Recipient'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 Recipient's insurance and shall not contribute with it.

D.11.5

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

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

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.

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 Recipient 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.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **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. 14. **Indemnification and Hold Harmless.**

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Nashville Children's Alliance Contract # _____

(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.15. **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.16. **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.17. **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.18. **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.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.20. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Nashville Children’s Alliance Contract # _____

D. 21. **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.22. **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.23. **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:
LaToya Townsend
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5159 phone

For enquiries regarding invoices:
Sean McGuire
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5072

Latoyatownsend@jnsnashville.gov
ofsfinancegrants@jnsnashville.gov

seanpmcguire@jnsnashville.gov
ofsfinancegrants@jnsnashville.gov

Recipient

Dawn Harper
CEO
Nashville Children’s Alliance
610 Murfreesboro Pike
Nashville, TN 37201

D.24. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Nashville Children's Alliance Contract # _____

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.25. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-1-1 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D. 26 **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.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Nashville Children's Alliance Contract # _____

RECIPIENT: NASHVILLE CHILDREN'S ALLIANCE

By: *Dawn Harper*

Title: Chief Executive Officer

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Nashville Children's Alliance Contract # _____

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

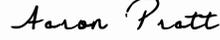


Department Head- Office of Family Safety

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:


62277A2A8742460...
Director of Finance

DocuSigned by:


DB59844A2DE04C1...
Office of Management and Budget

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:


68804BF12FD744C...
Director of Insurance

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:


6A5DC7C9494243F...
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY GRANT SPENDING PLAN

RECIPIENT NAME:	Nashville Children's Alliance
------------------------	-------------------------------

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 07/01/25 through 06/30/26				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$33,000.00		\$33,000.00
	Benefits and Taxes	\$7,000.00		\$7,000.00
	Professional Fees			\$0.00
	Supplies			\$0.00
	Communications			\$0.00
	Postage and Shipping			\$0.00
	Occupancy			\$0.00
	Equipment Rental and Maintenance			\$0.00
	Printing and Publications			\$0.00
	Travel/ Conferences and Meetings			\$0.00
	Insurance			\$0.00
	Specific Assistance to Individuals			\$0.00
	Other Non-Personnel			\$0.00
	GRAND TOTAL	\$40,000.00	\$0.00	\$40,000.00

John Cooper
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE
700 2ND AVENUE SOUTH, SUITE 201
NASHVILLE, TENNESSEE 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Direct Appropriation
Certifications of Assurance**

Recipient Name: Nashville Children’s Alliance, Inc.

As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her 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 shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- c. The Recipient shall 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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Signature of Authorized Representative

Name: Dawn Harper

Title: CEO

Agency Name: Nashville Children's Alliance Inc

Date: 7/9/2025



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement**

Recipient Name NashvillevChildrens Alliance

July 9, 2025

As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: [Non-Profit Grant Resources](#)
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

Signature of Authorized Representative

Name: Dawn Harper

Title: CEO

Agency Name: Nashville Children's Alliance Inc

Date: 7/9/2025

View results

Respondent

12

Anonymous

4376:00

Time to complete

1. Agency/ Organization Name *

Nashville Children's Alliance

2. Project Name *

Family Support

3. Funding Amount Requested *

50000

The value must be a number

4. Programmatic Point of Contact Name *

Dawn Harper

5. Programmatic Point of Contact Email Address & Phone Number *

dawn.harper@nashvillechildrensalliance.org, 615-337-9167

6. Fiscal Point of Contact Name *

Shawndell Miller

7. Fiscal Point of Contact Email Address & Phone Number *

finance@nashvillechildrensalliance.org, 615-507-4088

8. Type of Proposed Service *

- Advocacy
- BIP Pilot (OFS Approved model)
- Court Watch
- Establishing or expanding upon a citywide interpersonal violence survivor voices committee and speakers bureau
- Legal Assistance
- Outreach/Marketing
- Transitional Housing
- Therapy
- Other (special one-time project)

9. Interpersonal Violence Focus (Please mark all that apply) *

- Domestic/Dating Violence
- Vulnerable Adult/Elder Abuse
- Sexual Assault
- Child Abuse
- Human Trafficking
- Stalking

10. **Proposal Abstract:** The Proposal Abstract must provide a summary of the proposed project, including the purpose of the project (including goal and intended outcome), primary activities for which funds are requested, who will benefit (including geographic area to be served), products and deliverables, and how the applicant will measure progress in completing project goals and objectives. Please do not summarize past accomplishments in this section. Briefly describe your agency's experience addressing interpersonal violence. Describe the skills/experience needed for the proposed project. *

Nashville Children's Alliance (NCA) provides healing and justice when there are allegations of child abuse or witness to a violent crime. NCA is unique in the way we provide a true holistic, wrap-around approach to children and families when there are allegations of abuse, neglect or witnesses to a crime. NCA provides comprehensive support to non-offending caregivers, empowering them to provide their child support and end the intergenerational cycle of trauma.

There is no question the US is facing a mental health crisis. According to the Surgeon General Report (2021), there are 7.7 million children with mental, emotional, developmental or behavioral disorders. NCA has seen this increase firsthand. NCA provides individualized crisis counseling for clients attending their forensic interview. Not only does this aid in clients with active self-harm and/or suicidal ideation, but also helps to de-escalate and provide referrals for acute services needed.

A non-offending caregiver will receive follow up care by the Family Support Specialist for as long as deemed necessary. Following the sexual abuse of a child, their non-offending caregivers need support in order to manage a double burden: Their own distress and that of the child. NCA's Family Advocacy team provides support, resources and walks with the non-offending caregiver through what may be the toughest time of their lives.

11. Briefly describe the primary (overarching) goal of your project. Describe why the proposed project is essential for victims of interpersonal violence. *

This project aims to reduce the effects of adverse childhood experiences for children and families who have experienced child abuse and/or neglect and/or witnessed extreme violence.

12. List each project goal and the specific activities this project will fund to accomplish each goal. Include an estimate for the number of unique clients to be served by the project. Describe the proposal's ability to meet Nashville community needs not already met by OFS and its Family Safety Centers. *

Goal: Provide comprehensive wrap-around services and referrals to families in crisis due to allegations of child maltreatment.

Activities:

- A. Provide professional, appropriate emotional support for non-offending caregivers who are dealing with the trauma of their child's abuse.
- B. Educate caregivers about the dynamics of abuse, treatment options and access to services, and to provide literature about abuse prevention, local resources, and referrals for mental health services at NCA and/or other mental health providers.
- C. Link families with local community-based advocates including domestic violence advocates, rape crisis counselors, Court Appointed Special Advocates, and system-based advocates including law enforcement victim advocates, and prosecutor-based victim witness coordinators as appropriate.

13. Describe how the agency/organization will quantify and measure this project's success in improving public safety and the well-being of the target population. List success metrics for the project including but not limited to the number of clients served. *

- A. NCA's Family Support Specialists will meet with at least 110 non-offending caregivers at NCA during this grant period.
- B. At least 110 non-offending caregivers who come to NCA for a forensic interview will be offered referrals for services and resources for themselves or child specific to needs presented.

Outcome Measurement: This information will be tracked through NCATrak.

Client Satisfaction:

- A. Eighty percent or greater of the completed surveys will indicate a high level of satisfaction and comfort with NCA's Family Support Specialist related services; Outcome Measurement: OMS Caregiver Survey

"I believe my child felt safe at the center."

- B. Eighty percent or greater of the completed surveys will indicate a high level of understanding about possible behaviors expected from the child; Outcome Measurement: OMS Caregiver Survey

"I was given information about possible behaviors I might expect from my child in the days and weeks ahead."

- C. Eighty percent or greater of the completed surveys will indicate the non-offending caregiver received resources to support their child; Outcome Measurement: OMS Initial Caregiver Survey

"The center staff provided me with resources to support my child and respond to his or her needs in the days and weeks ahead."

14. **Eligibility Criteria:** Describe the safeguards this project will have to ensure that the funds awarded benefit Nashville and Davidson County residents only. *

Nashville Children's Alliance is the only Child Advocacy Center for the 20th judicial district, serving Davidson County residents. Each client who enters NCA completes intake surveys indicating if they are currently a Davidson County resident. In the very rare instances in which non-Davidson County residents present to NCA, NCA will track this and will not report these clients to Metro Government. Most referrals for NCA services come from local law enforcement or DCS.

Childhood abuse survivors can experience lifelong adverse health outcomes, including anxiety, depression, high risk behaviors, addiction, and even death. These survivors often experience higher rates of unemployment and poor health ("What is child abuse and neglect?" Centers for Disease Control and Prevention [CDC] 2019). NCA serves an immediate need to mitigate re-experiencing trauma during the forensic interview process and plans to reduce the trauma therapy wait time and increase resource referrals through this project.

15. Describe how this project will reach underserved and marginalized Nashville & Davidson County residents including LEP individuals. *

Nashville Children's Alliance (NCA), housed at the Metro Family Safety Center, provides services at no cost to children in Davidson County who have experienced sexual abuse, severe physical abuse or witnessed a violent crime. Some of these services include front-line forensic interviews to assist in determining if abuse has occurred, crisis mental health assessment, therapy sessions, court support, resource referral and connection to families and support for non-offending caregivers.

Referrals for our services primarily are made by TN Department of Children's Services and Metro Police Department. NCA primarily serves children in Davidson County ages 3-17 and their non-offending caregiver. In 2024, NCA reviewed 1,788 cases of alleged abuse, with 40% of clients reporting as African American, 3% Biracial, 20% Hispanic, 26% White, and 10% as multiracial or unable to determine. By gender, 61% were female and 38% were male. By age, 71% were 0-12 years old and 28% were 13-17. The majority of our clients are low-income. NCA is the only organization in Davidson county providing forensic interviews for children when there are allegations of abuse and free trauma therapy to victims.

Our FSS team is crucial in providing the generational trauma support to clients. In 2024, NCA provided services to 428 caregivers. The Family Support Specialist provides advocacy, crisis support, and case management services to child victims of severe abuse and their non-offending caregiver. Our Family Support Specialist meets with the supportive non-offending caregiver while the child is meeting with a forensic interviewer. During this time, the Family Support Specialist will provide information about the forensic interview process, NCA and the services we offer, resource referrals, and connection to follow up services including the NCA clinical department for therapy services. Our Family Support Specialist works to provide access to outside resources the family may need to meet basic needs, and support the caregiver through the investigative process while explaining what is to be expected. The Family Support Specialist provides ongoing follow up support to non-offending caregivers throughout the investigative and healing process.

Mental health problems were on the rise for young people before the pandemic. Suicide had reached a record high, the second-leading cause of death for people ages 10 to 24. Last year we saw many more high school students reporting persistent feelings of sadness or hopelessness than a decade ago, according to CDC data. The pandemic has worsened existing mental health issues for some students, while bringing on new problems for others. When one adds childhood trauma to the mix, the need for mental health therapy skyrockets.

Due to the high number of children who are being impacted by adverse childhood experience and the lack of therapeutic resources that are available and accessible for these children (due to long wait lists), children are having to wait long periods of time before having the opportunity to start therapeutic processes, delaying mental health services for children and families.

The Family Support Specialist and Clinicians work together to support these children and their non-offending caregivers.

The first time a mental health clinician will meet with the non-offending caregiver will be following the forensic interview. This meeting will provide brief psychoeducation and address immediate concerns related to the child or situation, including safety concerns (suicidal ideation, self-harm, interpersonal violence etc.) If appropriate, the clinician will also complete brief (self) introduction with the child.

A non-offending caregiver will then receive follow up by the Family Support Specialist for as long as follow up is deemed necessary. A Family Support Specialist will continue to support the non-offending caregiver with resource connection and/or ongoing victim compensation application.

16. Describe the impact on the target population if the requested funds are not awarded. *

If the Metro CPF funds are not granted, NCA will be forced to cut costs in service providing areas, which will result in children not beginning their journey to healing.

Children who have experienced sexual and severe physical abuse cannot be treated without wrap around services. In order to support them, we must provide comprehensive support to caregivers, empowering them to provide what their children need and end the intergenerational cycle of trauma. The services that NCA provides, through the Family Support Specialist program and therapy program, creates that safe, stable, nurturing person and environment for each individual and family.

17. Describe the agency's/organization's collaborative history with the Metro Office of Family Safety (including the FSC or JCAC). Please describe any prioritization of high-risk Family Safety Center clients. *

NCA and OFS have a long history of collaboration. NCA has an active Memorandum of Understanding with Metro's Office of Family Safety and the CEO serves on the OFS Leadership committee. NCA is located inside the Family Safety Center and collaborates several times a week with the leadership and staff of the advocacy centers. NCA values this partnership.

NCA is an active member on the following committees:

- Human Trafficking Collaborative
- Training & Outreach Committee
- Family Safety Center Leadership
- Interpersonal Violence Leadership
- Meeting Needs of Family Safety Center children

NCA works closely with the Office of Family Safety in providing trauma-informed space at the Family Safety Center for children. We work in partnership with the newly created Department of Children's Services Domestic Violence liaisons. NCA staff has a history of providing training in partnership with OFS and/or the Family Safety Center and NCA staff attends OFS trainings. NCA staff have recently attended DADRT meetings and will continue to collaborate and learn from one another.

This past year our CPIT team received training from OFS on strangulation. As child abuse experts, NCA and our CPIT team had not considered the likelihood of strangulation with children in physical abuse or sexual abuse events. Because of this true collaboration and training, we are now better equipped and ask about strangulation when discussing cases and when providing forensic interviews. This partnership is crucial and without the trust and relationships, this important risk factor may have been overlooked.

18. Explain how the agency will successfully monitor the project's operations, outcomes, and budget. Include the name and position of the person(s) responsible for monitoring and oversight. *

NCA's Director of Forensic and Family Services, Barbara Tallent, will oversee and supervise all forensic and family support services. Jessica Neal is a Family Support Specialist who will provide direct support to caregivers. Jessica will collect all client surveys and enter data into NCAtrak. Dawn Harper, Chief Executive Officer, will oversee the entire project, including the budget and outcomes and will ensure accurate reporting including operations and financials. Dawn has a vast knowledge of budgeting, grant compliance and managed multiple grants in her tenure. Shawndell Miller, contract Finance Manager, will report financials and monitor the budget as required. Shawndell has decades of experience in managing budgets and often provides fiscal trainings for other agencies across the state. Shawndell manages the agency budget as well each funding source through QuickBooks and reports all financials to the board of directors.

19. Describe the agency's/organization's experience in programmatic and fiscal management in the specific area of work proposed. *

NCA's CEO, Dawn Harper, served as CPIT Coordinator and Director of Forensic Services for nine years. Dawn returned to NCA in 2019 as Chief Executive Officer, a position she has held since. She has 17 years of program management, organizational oversight, and budget management in victim services programs and agencies. NCA is accredited by National Children's Alliance, which upholds National Standards of Accreditation for Child Advocacy Centers. This is a rigorous process every five years to ensure that CAC chapters are meeting the highest standards of practice. NCA has a finance committee that regularly reviews agency financials and reports to the board of directors. NCA also undergoes an annual audit by independent auditors.

20. **Fiscal Compliance:** Describe how the agency/organization will ensure funds are used in accordance with the approved proposal. If the applicant receives any other Metro Funding, describe how (if at all) these funds will be used differently. Describe agency's/organization's plan for timely invoicing. Describe your plan for timely fiscal reporting. *

Our agency has robust financial oversight processes to ensure all funds are used in strict alignment with the approved proposal. Program expenditures are tracked against a detailed budget and scope of work using our internal accounting system. All project staff are trained on the specific funding requirements, and expenditures are reviewed monthly by our finance team to ensure compliance. Any deviations from the approved budget require pre-approval and proper documentation. Additionally, we conduct internal audits quarterly to verify fund use and adherence to all contractual obligations.

Our agency will submit invoices on a regular schedule as agreed upon in the funding agreement—typically monthly or quarterly. Invoices are prepared by our finance department and reviewed by leadership to ensure all charges are accurate, allowable, and supported by documentation. We aim to submit all invoices within 15 business days of the close of each reporting period.

We will submit fiscal reports according to the schedule and format specified by Metro. Our agency uses a centralized grant management system that facilitates timely data collection, expense tracking, and report generation. Reports are prepared by the finance team, verified for accuracy, and reviewed by leadership before submission. Our goal is to submit all fiscal reports no later than the required deadlines.

21. Please provide the budget justification for the budget attachment sent with the solicitation. Please remember that funds cannot be used for printing and mailing agency materials unless they are provided to clients served under this grant and/or specified in the contract. *

The CPF funds for this project will be used for the salary and benefits of a .83 FTE Family Support Specialist.

22. In detail, describe your proposal's timeline to completion. How will funds be spent by June 30, 2026? *

1st quarter- July-September- Family Support Specialist will provide family support to the non-offending caregivers who present for a forensic interview at NCA. The Family Support Specialist will track statistics into our database. Director of Forensic and Family Services will oversee the family support specialist throughout the project.

2nd quarter- October- December- Family Support Specialist will provide family support to the non-offending caregivers who present for a forensic interview at NCA. Family Support Specialist will track statistics into our database. Director of Forensic and Family Services will oversee the family support specialist throughout the project.

3rd quarter-January- March- Family Support Specialist will provide family support to the non-offending caregivers who present for a forensic interview at NCA. Family Support Specialist will track statistics into our database. Director of Forensic and Family Services will oversee the family support specialist throughout the project.

4th quarter-April- June - Family Support Specialist will provide family support to the non-offending caregivers who present for a forensic interview at NCA. Family Support Specialist will track statistics into our database. Director of Forensic and Family Services will oversee the family support specialist program as well as crisis counseling and this will occur throughout the project .

Throughout grant period:

- Carry out activities described to meet NCA's overall mission to reduce the effects of trauma of child abuse victims and their families.
- Staff will keep accurate timesheets reflecting time spent on this project.
- Director of Forensic and Family Services will monitor all progress
- Finance Manager will submit supporting information and invoices.
- CEO will review spending and communicate to funder.
- NCA will adhere to all grant requirements throughout the grant period.

23. Please list year(s) agency/organization has received CPF funding. **Please note this includes CPF funding distributed by any Metro department.** *

FY22 \$50,000
FY23 \$50,000
FY24 \$50,000
FY25 \$65,000

24. Please list year(s) agency/organization has received Direct Appropriations funding. **Please note this includes Direct Appropriations funding distributed by Metro in general, not just OFS.** *

n/a

25. Agency received OFS CPF, Direct Appropriations, or ARPA funding for FY'25. *

Yes

No

26. Funding left at the end of FY'25 Award(s). *Please answer for each award. List N/A if this is the first time applying.* *

\$0

27. Funding received from other Metro Sources/departments in the last 5 years. Please list the year, award amount, distributing Metro Department, and resolution number for each award. *

2021 \$554,000 ARP OFS RS2022-1423

Nashville Children's Alliance

		FY24-25 Budget	FY25-26 Budget
FY25-26 Operating Budget			
Revenue			
Gov't Contract Revenue			
VOCA		153,842	153,842
DCS FI		70,000	170,000
DCS SAC		35,665	35,665
DCS CAC		52,000	127,500
DCS CBCAP		50,000	25,000
DHS		307,140	307,140
NCA Core Services		50,000	50,000
Metro CPF		50,000	50,000
Metro ARP		60,000	385,000
TN Chapter-Blue Bucket		169,240	-
TN Chapter-Red Bucket		206,572	206,572
Metro Fees		5,000	5,000
Government In-Kind Contributions		50,100	50,100
United Way Grant		50,000	30,000
Individual Contributions		100,000	100,000
Foundation Contributions		100,000	100,000
Memorial		40,000	40,000
Joe C Davis		15,000	15,000
Community Foundation		10,000	10,000
Dine to Shine		130,000	150,000
Police Showcase		140,000	150,000
Other Events (net)		-	-
Interest		25,000	25,000
Other Revenue			
Approved use of Reserves			
Total Revenue		1,869,559	-
			2,185,819

Expenses		
Salaries	1,289,326	1,162,874
Health Insurance	126,620	119,880
Workers Comp	10,000	10,000
Taxes	98,633	88,960
Total Compensation	1,524,579	1,381,714
Professional Fees		
Accounting	27,000	32,000
Audit	5,000	5,000
Technology	28,380	30,000
Fundraising	50,000	75,000
Therapy	10,000	8,000
Other/Interpretations	10,000	18,000
Client Assistance	50,000	25,000
Program Supplies	15,000	15,000
Office Supplies	12,000	14,000
Postage	3,000	2,500
Communication	6,000	4,000
Printing	11,000	7,500
Travel & Conferences	30,000	60,000
Equipment Rent/Main	7,500	5,000
Dues & Subscriptions	8,000	12,000
Board Development	1,500	6,000
Staff Development		8,000
Occupancy - In Kind	50,100	50,100
Insurance	13,000	24,000
Public Relations	4,000	500
Bank/Credit Card/Pyroll Processing Fees	3,500	3,000
Indirect		
Total Operating Expenses	344,980	404,600
Total Expenses	1,869,559	1,786,314
Surplus/(Deficit)	(0)	399,505
Funds raised in prior years	-	-
Funds raised for future years		

Adjusted Surplus/(Deficit)	-
-----------------------------------	---

399,505.00



Nashville Children's Alliance and the Family Support Specialist program that serves the residents of Nashville TN and proposed use of the funds

Nashville Children's Alliance is the only Child Advocacy Center for the 20th judicial district, serving Davidson County residents. Our intake forms includes zip codes and this is used to determine the family is a Davidson County resident.

Nashville Children's Alliance (NCA), housed at the Metro Family Safety Center, provides services at no cost to children in Davidson County who have experienced sexual abuse, severe physical abuse or witnessed a violent crime. Some of these services include front-line forensic interviews to assist in determining if abuse has occurred, crisis mental health assessment, therapy sessions, court support, resource referral and connection to families and support for non-offending caregivers.

Our Family Support Specialist is crucial in providing the generational trauma support to clients. The Family Support Specialist provides advocacy, crisis support, and case management services to child victims of severe abuse and their non-offending caregiver. Our Family Support Specialist meets with the supportive non-offending caregiver while the child is meeting with a forensic interviewer. During this time, the Family Support Specialist will provide information about the forensic interview process, NCA and the services we offer resource referrals and connection to follow up services including the NCA clinical department for therapy services. Our Family Support Specialist works to provide access to outside resources the family may need to meet basic needs, and support the caregiver through the investigative process while explaining what is to be expected. The Family Support Specialist provides ongoing follow up support to non-offending caregivers throughout the investigative and healing process.

This project aims to reduce the effects of adverse childhood experiences for children and families who have experienced child abuse and/or neglect and/or witnessed extreme violence in Davidson County.

A non-offending caregiver will receive follow up care by the Family Support Specialist for as long as deemed necessary. Following the sexual abuse of a child, their non-offending caregivers need support in order to manage a double burden: Their own distress and that of the child. NCA's Family Support Specialist team provides support, resources and walks with the non-offending caregiver through what may be the toughest time of their lives.

**THE VICTOR S. JOHNSON III
NASHVILLE CHILDREN'S ALLIANCE, INC.
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT
YEARS ENDED JUNE 30, 2024 AND 2023**

**THE VICTOR S. JOHNSON III
NASHVILLE CHILDREN'S ALLIANCE, INC.
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT
YEARS ENDED JUNE 30, 2024 AND 2023**

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Edmondson, Betzler & Dame
Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
The Victor S. Johnson III Nashville Children's Alliance, Inc.

We have audited the accompanying financial statements of The Victor S. Johnson III Nashville Children's Alliance, Inc. (a Tennessee not-for-profit organization), which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Victor S. Johnson III Nashville Children's Alliance, Inc. as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Victor S. Johnson III Nashville Children's Alliance, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Victor S. Johnson III Nashville Children's Alliance, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

INDEPENDENT AUDITORS' REPORT (CONTINUED)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Victor S. Johnson III Nashville Children's Alliance, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Victor S. Johnson III Nashville Children's Alliance, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



Murfreesboro, TN
January 29, 2025

**THE VICTOR S. JOHNSON III
NASHVILLE CHILDREN'S ALLIANCE, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2024 AND 2023**

	ASSETS	2024	2023
Current assets:			
Cash		\$1,071,563	\$ 601,011
Grants receivable		259,947	190,105
Accounts receivable		69,783	400
Prepaid expenses		<u>-</u>	<u>1,497</u>
Total current assets		1,401,293	793,013
Equipment and furniture, net		<u>33,387</u>	<u>28,587</u>
Total assets		<u><u>\$1,434,680</u></u>	<u><u>\$ 821,600</u></u>
LIABILITIES AND NET ASSETS			
Current liabilities:			
Accounts payable and accrued expenses		\$ 23,190	\$ 23,006
Deferred revenue		<u>70,356</u>	<u>56,656</u>
Total current liabilities		<u>93,546</u>	<u>79,662</u>
Total liabilities		<u>93,546</u>	<u>79,662</u>
Net assets:			
Without donor restrictions		<u>1,341,134</u>	<u>741,938</u>
Total net assets		<u>1,341,134</u>	<u>741,938</u>
Total liabilities and net assets		<u><u>\$1,434,680</u></u>	<u><u>\$ 821,600</u></u>

The accompanying notes are an integral part of these financial statements.

**THE VICTOR S. JOHNSON III
NASHVILLE CHILDREN'S ALLIANCE, INC.
STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2024 AND 2023**

	2024	2023
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
Revenue and other support:		
Federal and state grants	\$ 698,149	\$ 664,388
Contributions and foundation grants	960,876	611,304
Fundraising events, net of expenses	194,203	104,750
Interest income	<u>24,288</u>	<u>2,591</u>
Total revenue and other support	<u>1,877,516</u>	<u>1,383,033</u>
Expenses:		
Program services	988,393	795,064
Management and general	157,253	178,545
Fundraising	<u>132,674</u>	<u>107,119</u>
Total expenses	<u>1,278,320</u>	<u>1,080,728</u>
Change in net assets without donor restrictions	<u>599,196</u>	<u>302,305</u>
Change in net assets	599,196	302,305
Net assets, beginning of year	<u>741,938</u>	<u>439,633</u>
Net assets, end of year	<u><u>\$1,341,134</u></u>	<u><u>\$ 741,938</u></u>

The accompanying notes are an integral part of these financial statements.

**THE VICTOR S. JOHNSON III
NASHVILLE CHILDREN'S ALLIANCE, INC.
STATEMENTS OF FUNCTIONAL EXPENSES
YEARS ENDED JUNE 30, 2024 AND 2023**

	2024			2023		
	Program Services		Support Services	Program Services		Support Services
	Advocacy Services	Management and General	Fundraising	Advocacy Services	Management and General	Fundraising
Salaries	\$ 668,777	\$ 87,083	\$ 84,590	\$ 577,409	\$ 108,849	\$ 19,859
Employee benefits	104,040	12,218	9,316	84,235	17,054	1,191
	<u>772,817</u>	<u>99,301</u>	<u>93,906</u>	<u>661,644</u>	<u>125,903</u>	<u>21,050</u>
Total salaries and benefits						
Professional fees	44,578	33,822	32,073	25,680	27,866	72,508
Travel and conferences	47,114	3,988	1,070	15,581	391	4,279
Occupancy	42,606	5,012	2,506	42,606	5,012	2,506
Supplies	43,915	5,628	19	24,914	4,182	83
Insurance	16,562	4,381	544	7,502	7,168	193
Depreciation	9,165	1,078	539	5,907	695	347
Office equipment and maintenance	3,489	679	398	4,485	1,331	-
Miscellaneous	3,415	840	-	53	2,448	-
Communications	1,708	1,892	15	6,572	1,691	117
Dues and subscriptions	1,575	65	1,275	25	1,350	4,675
Postage and printing	1,449	27	329	95	-	1,361
Board development	-	540	-	-	508	-
	<u>988,393</u>	<u>157,253</u>	<u>132,674</u>	<u>795,064</u>	<u>178,545</u>	<u>107,119</u>
Total expenses						
	\$	\$	\$	\$	\$	\$
	<u>1,278,320</u>	<u>1,278,320</u>	<u>1,278,320</u>	<u>1,278,320</u>	<u>1,278,320</u>	<u>1,278,320</u>

The accompanying notes are an integral part of these financial statements.

**THE VICTOR S. JOHNSON III
NASHVILLE CHILDREN'S ALLIANCE, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2024 AND 2023**

	2024	2023
Cash flows from operating activities:		
Change in net assets	\$ 599,196	\$ 302,305
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	10,782	6,949
Change in assets and liabilities:		
Grants receivable	(69,842)	(27,049)
Accounts receivable	(69,383)	20,342
Prepaid expenses	1,497	(1,497)
Accounts payable and accrued expenses	184	19,504
Deferred revenue	13,700	(56,783)
Net cash from operating activities	<u>486,134</u>	<u>263,771</u>
Cash flows from investing activities:		
Equipment purchases	<u>(15,582)</u>	<u>(24,483)</u>
Net cash from investing activities	<u>(15,582)</u>	<u>(24,483)</u>
Net change in cash	470,552	239,288
Cash, beginning of year	<u>601,011</u>	<u>361,723</u>
Cash, end of year	<u><u>\$1,071,563</u></u>	<u><u>\$ 601,011</u></u>

The accompanying notes are an integral part of these financial statements.

**THE VICTOR S. JOHNSON III
NASHVILLE CHILDREN'S ALLIANCE, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2024 AND 2023**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Victor S. Johnson III Nashville Children's Alliance, Inc., a child advocacy center, (the "Center") is a not-for-profit organization formed for the purpose of engaging in activities that offer comfort, hope and strength to abused or exposed children and their families, that provide a safe child-friendly environment for coordination and monitoring of professional and support services, and that promote the child's safety and well being.

Basis of Accounting

The financial statements of the Center have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Financial Statement Presentation

The financial statements are prepared in conformity with the standards promulgated by the Financial Accounting Standards Board in FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*, and FASB ASC 958-225, *Financial Statements for Not-for-Profit Organizations*.

Net Assets

The Center is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions. Net assets without donor restrictions are those that are free of donor-imposed restrictions. Net assets with donor restrictions are those limited by donor-imposed stipulations. There were no net assets with donor restrictions at June 30, 2024 and 2023.

Cash

Cash consists of demand deposits with maturities of three months or less. Time deposits with original maturities, when purchased, of greater than three months are classified as investments.

**THE VICTOR S. JOHNSON III
NASHVILLE CHILDREN'S ALLIANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED JUNE 30, 2024 AND 2023**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Allowance for Uncollectible Amounts

The allowance for uncollectible amounts is evaluated on a regular basis by management and is based upon management's periodic review of the collectability of the grants receivable in light of historical experience, adverse situations that may affect the donor's ability to repay, and prevailing economic conditions. This evaluation is inherently subjective as it requires estimates that are susceptible to significant revision as more information becomes available. Differences between the amounts allocated and collected from grants receivable have historically been insignificant. Accordingly, no provision is made for uncollectible amounts.

Equipment and Furniture

Equipment and furniture are stated in the accompanying statements of financial position at cost, or if contributed, at fair market value at the date of the gift.

Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets, which range from three to five years.

Contributions

All contributions are considered to be without donor restriction unless specifically stated by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as support with donor restrictions that increases that net asset class. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from donor restrictions.

Income Taxes

The Center is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code; accordingly, no provision for income taxes has been made in the financial statements.

The Center has adopted ASC Topic 740-10, *Accounting for Uncertainty in Income Taxes*, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, including the position that the Center continues to qualify to be treated as a tax-exempt entity for both federal and state income tax purposes. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. For the year ended June 30, 2024, the Center has no material uncertain tax positions to be accounted for in the financial statements under these rules. The Center has exempt organization tax filings open to Internal Revenue Service audit, generally, for three years after they are filed.

**THE VICTOR S. JOHNSON III
NASHVILLE CHILDREN'S ALLIANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED JUNE 30, 2024 AND 2023**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Functional Allocation of Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. Expenses that are allocated include salaries, employee benefits, payroll taxes, occupancy related expenses, supplies, office expense, professional fees, travel, insurance and depreciation, which are allocated on the basis of estimates of time and effort.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that can affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Concentration of Credit Risk

Cash during the year may exceed Federal Deposit Insurance Corporation ("FDIC") insured limits. Management believes the Center is not exposed to any significant credit risk on its cash balances.

Reclassifications

Certain amounts from the prior year have been reclassified to conform with current year presentation.

Events Occurring After Reporting Date

The Victor S. Johnson III Nashville Children's Alliance, Inc. has evaluated events and transactions that occurred after June 30, 2024 through January 29, 2025. During this period there were no material recognizable subsequent events that required recognition in the disclosures to the June 30, 2024 financial statements.

NOTE 2 - LIQUIDITY AND AVAILABILITY OF RESOURCES

The Center has \$1,401,293 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditures consisting of cash, grants receivable and accounts receivable. The Center has a goal to maintain financial assets on hand to meet 90 days of normal operating expense, which are, on average, approximately \$300,000. The Center has a policy to structure its financial assets to be available as its general expenses, liabilities and other obligations come due.

**THE VICTOR S. JOHNSON III
NASHVILLE CHILDREN'S ALLIANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED JUNE 30, 2024 AND 2023**

NOTE 3 - EQUIPMENT AND FURNITURE

Equipment and furniture consist of the following:

	2024	2023
Equipment	\$ 252,349	\$ 236,767
Furniture	48,552	48,552
Software	36,151	36,151
	337,052	321,470
Less accumulated depreciation	(303,665)	(292,883)
Equipment and furniture, net	\$ 33,387	\$ 28,587

Depreciation expense was \$10,782 and \$6,949 for the years ended June 30, 2024 and 2023, respectively.

NOTE 4 - CONCENTRATIONS

The Center receives a substantial amount of its support from government grants. A significant reduction in the level of this support, if this were to occur, may have an adverse effect on the Center's programs and activities.

NOTE 5 - RELATED PARTY TRANSACTIONS

The Center received \$366,356 from the Children's Advocacy Centers of Tennessee and \$24,000 from the National Children's Alliance for the year ended June 30, 2024. These contributions are included in contributions and foundation grants on the statement of activities. There is \$51,643 and \$12,000 in accounts receivable as of June 30, 2024 from Children's Advocacy Centers of Tennessee and National Children's Alliance, respectively.

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: **SEP 25 2007**

Person to Contact:

Vaida Singleton
ID# 31-03018

Toll Free Telephone Number:

877-829-5500

Employer Identification Number:

62-1484097

NASHVILLE CHILDRENS ALLIANCE INC
% JUNE TURNER EXEC DIR
1264 FOSTER AVE
NASHVILLE TN 37210-4418

Dear Sir or Madam:

This is in response to the amendments to your organization's Articles of Incorporation filed with the state on April 25, 2007. We have updated our records to reflect the name change NASHVILLE CHILD ADVOCACY CENTER INC to NASHVILLE CHILDRENS ALLIANCE INC, as indicated above.

Our records indicate that a determination letter was issued in May 1992 that recognized you as exempt from Federal income tax. Our records further indicate that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Cindy Westcott
Manager, Exempt Organizations
Determinations

Tennessee Secretary of State
Tre Hargett



Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

February 12, 2025

DAWN HARPER
610 MURFREESBORO PIKE
NASHVILLE, TN 37210

RE: Registration to Solicit Funds for Charitable Purposes

Organization Name: THE VICTOR S. JOHNSON III NASHVILLE CHILDREN'S ALLIANCE, INC.
CO Number: CO2507
Renewal Date: 12/31/2025

Dear DAWN HARPER :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501, *et seq.* the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at <https://sos.tn.gov/charities>. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars (\$5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

A handwritten signature in black ink that reads "Tre Hargett".

Tre Hargett
Secretary of State

State of Tennessee



Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT
TO THE CHARTER
(Nonprofit)

For Office Use Only

Corporate Control Number (If Known) _____

Pursuant to the provisions of section 48-60-105 of *The Tennessee Nonprofit Corporation Act*, the undersigned corporation adopts the following articles of amendment to its charter:

1. Please insert the name of the corporation as it appears of record:

The Nashville Children's Alliance, Inc.

If changing the name, insert the new name on the line below:

The Victor S. Johnson III Nashville Children's Alliance, Inc.

2. Please check the block that applies:

Amendment is to be effective when filed by the secretary of state.

Amendment is to be effective, _____ (month, day, year)

(Not to be later than the 90th day after the date this document is filed.) If neither block is checked, the amendment will be effective at the time of filing.

3. Please insert any changes that apply:

a. Principal address: 1264 Foster Ave
(Street) (City) (State/County) (Zip Code)

b. Registered agent: Brian C. Clifford, President

c. Registered address: 312 Rosa L. Parks Ave. Nashville TN/Davidson 37243
(Street) (City) (State/County) (Zip Code)

d. Other changes: _____

4. The corporation is a nonprofit corporation. Yes - 501-3-c

5. The manner (if not set forth in the amendment) for implementation of any exchange, reclassification, or cancellation of memberships is as follows:

6. The amendment was duly adopted on July 26, 2018 (month, day, year)

by (please check the block that applies):

The incorporators without member approval, as such was not required.

The board of directors without member approval, as such was not required.

The members

7. Indicate which of the following statements applies by checking the applicable block:

Additional approval for the amendment (as permitted by §48-60-301 of the tennessee nonprofit corporation act) was not required.

Additional approval for the amendment was required by the charter and was obtained.

CEO June Turner
Signer's Capacity

June Turner
Signature

12/10/18
Date

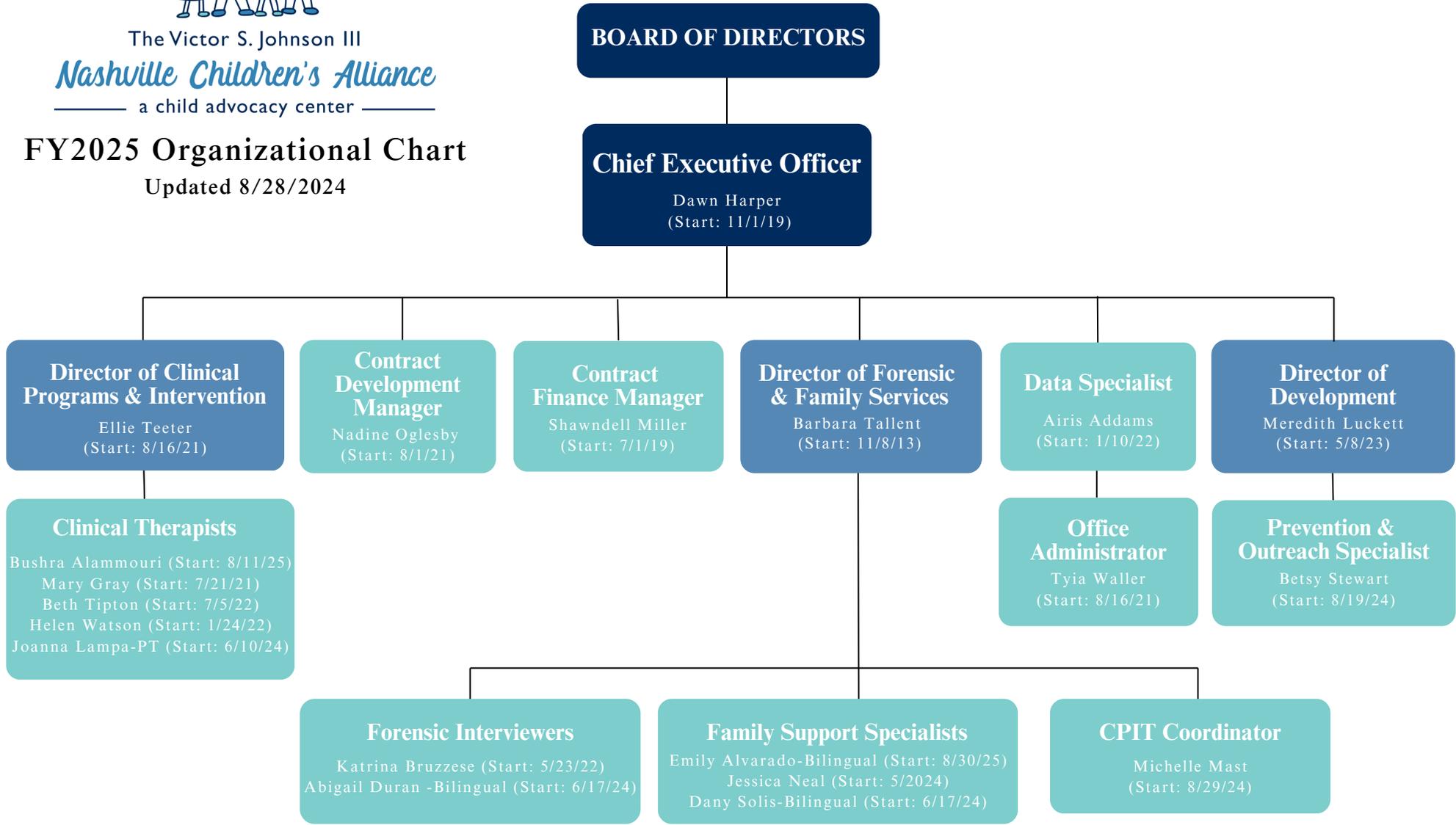
June Turner
Name of Signer (typed or printed)



The Victor S. Johnson III
Nashville Children's Alliance
— a child advocacy center —

FY2025 Organizational Chart

Updated 8/28/2024



**THE
SEXUAL ASSAULT CENTER**

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND THE SEXUAL ASSAULT CENTER**

This Grant Contract issued and entered into pursuant to Substitute BL 2025-833, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and The Sexual Assault Center, ("Recipient"), is for the provision of accessible, trauma-informed support services to victims of sexual violence in Nashville and Davidson County further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

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

- a. Provide 15 medical forensic exams at SAC's SAFE Clinic, to Davidson County victim/survivors of sexual assault.
- b. Provide 350 therapy sessions to Spanish-speaking Davidson County victim/survivors of sexual assault.
 - i. All funded staff must meet the Office of Criminal Justice Programming (OCJP) Family Justice Center (FJC) training requirement through training provided or approved by the Metropolitan Government of Nashville and Davidson County's Office of Family Safety.

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 and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing upon contract **July 1, 2025, and ending on June 30, 2026**. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **forty thousand dollars (\$40,000)**. The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____

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

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

Recipient must send all invoices to Sean McGuire seanpmcguire@jnsnashville.gov.

Final invoices for the contract period should be received by Sean McGuire by August 15, 2026, Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____

- 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.3.1 **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.3.2. Termination—Notice. Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
 - D.3.2.a. The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
 - D.3.2.b. Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.3.3. Termination –Funding. The 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 the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant 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.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____

independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit an **Interim Report** by no later than **January 31, 2026**. A **Final Program Report** is to be received by the Office of Family Safety within 45 [forty-five] days (**August 15, 2026**) of the end of the Grant Contract. Said reports shall detail the Recipient's progress on each of the core metrics identified in the grant solicitation and any program specific and/or outcome measure identified in the Recipient's Grant Spending Plan as funded under this Grant Contract.

Additional metrics may be requested over the course of this cycle. Program Reports must be submitted to LaToya Townsend at OFS Finance and Grants OFSFinanceGrants@jnsnashville.gov.

- D.10. **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.11. **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.11.1 General Liability Insurance

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

D.11.2 Automobile Liability Insurance

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

D.11.3 Sexual Molestation and Abuse Insurance

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

D.11.4 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 Recipient 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, Recipient'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 Recipient's insurance and shall not contribute with it.

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____

D.11.5

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

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

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.

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 Recipient 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.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D. 13. **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. 14. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____

(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.15. **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.16. **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.17. **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.18. **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.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.20. **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. 21. **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.22. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____

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.23. **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:
LaToya Townsend
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5159 phone

For enquiries regarding invoices:
Sean McGuire
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5072

Latoyatownsend@jnsnashville.gov
ofsfinancegrants@jnsnashville.gov

seanpmcguire@jnsnashville.gov
ofsfinancegrants@jnsnashville.gov

Recipient

Ms. Rachel Freeman, President
Sexual Assault Center
101 French Landing Dr.
Nashville, TN 37228
(931) 241-4143

D.24. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____

- 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.25. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-1-1 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

- D. 26 **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.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____

RECIPIENT: The Sexual Assault Center

By: *Rachel Freeman*

Title: *President*

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:**



Department Head- Office of Family Safety

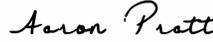
APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:



Director of Finance

DocuSigned by:



DB59844A2DE04C4

Office of Management and Budget

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:



Director of Insurance

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:



Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY GRANT SPENDING PLAN

RECIPIENT NAME:	Sexual Assault Center
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 07/01/25 through 06/30/26				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$40,000.00		\$40,000.00
	Benefits and Taxes ((PERCENT))			\$0.00
	Professional Fees			\$0.00
	Supplies			\$0.00
	Communications			\$0.00
	Postage and Shipping			\$0.00
	Occupancy			\$0.00
	Equipment Rental and Maintenance			\$0.00
	Printing and Publications			\$0.00
	Travel/ Conferences and Meetings			\$0.00
	Insurance			\$0.00
	Specific Assistance to Individuals			\$0.00
	Other Non-Personnel			\$0.00
	GRAND TOTAL	\$40,000.00	\$0.00	\$40,000.00

John Cooper
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE
700 2ND AVENUE SOUTH, SUITE 201
NASHVILLE, TENNESSEE 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Direct Appropriation
Certifications of Assurance**

Recipient Name

As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall 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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Rachel Freeman

 Signature of Authorized Representative
 Name: *Rachel Freeman*

 Title: *President*
 Agency Name: *Sexual Assault Center*
 Date: *7/10/25*



METROPOLITAN GOVERNMENT NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement**

Recipient Name

July 10, 2025

As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: Non-Profit Grant Resources
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

Rachel Freeman

Signature of Authorized Representative

Name: Rachel Freeman

Title: President

Agency Name: Sexual Assault Center

Date: 7/10/25

Budget Narrative

The Sexual Assault Center (SAC) will use the \$40,000 to support staffing costs for bilingual service delivery, addressing a critical need in our community for culturally and linguistically appropriate services for Spanish-speaking survivors of sexual violence.

Personnel Costs – \$40,000

This funding will be used to partially support salaries and benefits for the following positions:

- **Three (3) Clinical Bilingual Therapists (Partial FTEs):** These clinicians provide trauma-informed therapy in Spanish and English to children, adults, and families affected by sexual assault. Each therapist's time is partially funded through this request to ensure continuity of care for Spanish-speaking clients, who often face significant barriers to accessing mental health services.
- **One (1) Bilingual Advocate (Partial FTE):** This position provides crisis intervention, safety planning, and navigation of medical, legal, and social services for Spanish-speaking survivors. The advocate also ensures clients are connected to therapy and community resources, and serves as a cultural bridge to help clients feel seen, heard, and supported.

This investment helps SAC meet growing demand for bilingual services in the metropolitan Nashville area, advancing equity and improving survivor outcomes by reducing language-based access disparities.

Statement of Work

The Sexual Assault Center (SAC) provides critical, trauma-informed services to residents of the Metropolitan Government of Nashville and Davidson County who have been impacted by sexual violence. Our mission is to provide healing for children, adults, and families affected by sexual assault, and to end sexual violence through counseling, education, and advocacy.

SAC offers a continuum of services including 24/7 crisis support, advocacy, SAFE Clinic forensic rape exams, and specialized therapy for survivors of all ages. These services are available in both English and Spanish, ensuring accessibility for our diverse community. In addition, SAC provides community-based prevention education statewide to thousands of students, educators, and professionals each year, equipping them with tools to recognize, prevent, and respond to sexual violence.

Each year, SAC serves over a thousand individuals across middle Tennessee, mostly coming from Metropolitan Government of Nashville and Davidson County, through direct clinical care, advocacy, and outreach to underserved communities. We work in partnerships to ensure survivors receive compassionate, coordinated care and to foster a safer, more informed community.

Through these comprehensive programs, SAC continues to be a trusted resource for healing, prevention, and systemic change across Nashville.

Source	FY26 Budget
Federal (VOCA)	1,532,552
State	533,138
Local Govts	187,500
Dept of Health	72,000
United Way	161,500
Partnerships	111,830
Other Prog Income	137,500
Total Program Related	2,736,020
Fundraising Events	423,000
Direct Public Support	1,602,000
Total Direct Public Support	2,025,000
Other Income	27,562
Total Revenue	<u>4,788,582</u>
Personnel Costs - CPF	40,000
Other Personnel Costs	3,604,656
Total Non Personnel Expense	1,143,926
Total Expense	<u>4,788,582</u>
Net Income	<u>0</u>

SEXUAL ASSAULT CENTER
FINANCIAL STATEMENTS,
INDEPENDENT AUDITOR'S REPORT,
AND SUPPLEMENTARY
INFORMATION
JUNE 30, 2024 AND 2023

SEXUAL ASSAULT CENTER

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June 30, 2024 and 2023

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**Sexual Assault Center
Roster of Board of Directors and Leadership
As of June 30, 2024**

Officers of Board of Directors

Rachel Kraft Johnson
Libby Callaway
Brittany Weiner
Becca Fuqua

Chair
Vice Chair
Secretary
Treasurer

Board of Directors

Alex Nelson
Amanda Graff
Anne Buckley
Ashley Detherage
Briana Succop
Brienne Yip
Chris Hebig
Diego Euguiarte Solomon
Dr. Dorris Ellise Powell-Tyson
Edwina Freeman
Erin Schorn
Dr. Juzer Husaini
Kelley Durham

Kim Carpenter Drake
Knight Stivender
Kristy Tinsley
Kshitija Toke
Margaret J. Levine
Mary H. Beard
Mayra Yu
Nancy Bunting
Dr. Pampee Young
Steve Cook
Todd Cruse
Trevor Loeb
Vadis Turner

Leadership

Rachel Freeman
Lorraine McGuire
Jessica Barfield
Tana Kimbro
Dr. Kay Morgan

President
Vice President of Community Relations
Vice President of Operations
Vice President of Finance
Vice President of Human Resources



Independent Auditor's Report

The Board of Directors
Sexual Assault Center
Nashville, Tennessee

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Sexual Assault Center (the Organization), which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of activities and changes in net assets, functional expenses, and cash flows, for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Organization as of June 30, 2024 and 2023, and the changes in its net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

(Auditor's report continued on next page)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit is conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplemental Schedule of Expenditures of Federal and State Awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other

(Auditor's report continued on next page)

additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental Schedule of Expenditures of Federal and State Awards is fairly stated in all material respects in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Roster of Board of Directors and Leadership but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basic financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 20, 2024 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.



Puryear & Noonan, CPAs
Nashville, Tennessee
November 20, 2024

**Sexual Assault Center
Statements of Financial Position
June 30, 2024**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<u>Assets</u>			
Current Assets			
Cash and cash equivalents	\$ 1,716,789	\$ 232,571	\$ 1,949,360
Grants receivable	400,838	-	400,838
Contributions receivable	-	200,000	200,000
Other receivables	5,418	-	5,418
Prepaid expenses	<u>53,887</u>	<u>-</u>	<u>53,887</u>
Total Current Assets	2,176,932	432,571	2,609,503
Land, building, and equipment, net	3,315,330	-	3,315,330
Investments	<u>500,000</u>	<u>2,183,465</u>	<u>2,683,465</u>
Total Assets	<u>\$ 5,992,262</u>	<u>\$ 2,616,036</u>	<u>\$ 8,608,298</u>
<u>Liabilities and Net Assets</u>			
Current Liabilities			
Accounts payable	\$ 208	\$ -	\$ 208
Accrued wages and payroll taxes	<u>153,179</u>	<u>-</u>	<u>153,179</u>
Total Current Liabilities	<u>153,387</u>	<u>-</u>	<u>153,387</u>
Total Liabilities	<u>153,387</u>	<u>-</u>	<u>153,387</u>
Net Assets			
Without donor restrictions	5,338,875	-	5,338,875
Without donor restrictions - Board designated	500,000	-	500,000
With donor restrictions	<u>-</u>	<u>2,616,036</u>	<u>2,616,036</u>
Total Net Assets	<u>5,838,875</u>	<u>2,616,036</u>	<u>8,454,911</u>
Total Liabilities and Net Assets	<u>\$ 5,992,262</u>	<u>\$ 2,616,036</u>	<u>\$ 8,608,298</u>

See independent auditor's report and accompanying notes to financial statements.

Sexual Assault Center
Statements of Financial Position (Continued)
June 30, 2023

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<u>Assets</u>			
Current Assets			
Cash and cash equivalents	\$ 1,650,618	\$ 186,524	\$ 1,837,142
Grants receivable	418,874	-	418,874
Contributions receivable	-	230,177	230,177
Other receivables	8,856	-	8,856
Prepaid expenses	<u>59,690</u>	<u>-</u>	<u>59,690</u>
Total Current Assets	2,138,038	416,701	2,554,739
Land, building, and equipment, net	3,450,451	-	3,450,451
Investments	<u>-</u>	<u>1,936,976</u>	<u>1,936,976</u>
Total Assets	<u>\$ 5,588,489</u>	<u>\$ 2,353,677</u>	<u>\$ 7,942,166</u>
<u>Liabilities and Net Assets</u>			
Current Liabilities			
Accounts payable	\$ 29,644	\$ -	\$ 29,644
Accrued wages and payroll taxes	<u>150,237</u>	<u>-</u>	<u>150,237</u>
Total Current Liabilities	<u>179,881</u>	<u>-</u>	<u>179,881</u>
Total Liabilities	<u>179,881</u>	<u>-</u>	<u>179,881</u>
Net Assets			
Without donor restrictions	5,264,850	-	5,264,850
Without donor restrictions - Board designated	143,758	-	143,758
With donor restrictions	<u>-</u>	<u>2,353,677</u>	<u>2,353,677</u>
Total Net Assets	<u>5,408,608</u>	<u>2,353,677</u>	<u>7,762,285</u>
Total Liabilities and Net Assets	<u>\$ 5,588,489</u>	<u>\$ 2,353,677</u>	<u>\$ 7,942,166</u>

See independent auditor's report and accompanying notes to financial statements.

Sexual Assault Center
Statements of Activities and Changes in Net Assets
For the Year Ended June 30, 2024

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Revenue and Other Support			
Grants	\$ 2,918,701	\$ -	\$ 2,918,701
Individual and corporate gifts	1,088,232	100,000	1,188,232
Other	190,030	-	190,030
Special events	407,031	91,520	498,551
United Way	-	200,000	200,000
Donated services	79,047	-	79,047
Counseling fees	14,221	-	14,221
Investment income	36,945	246,489	283,434
Net assets released from restrictions	<u>375,650</u>	<u>(375,650)</u>	<u>-</u>
Total Revenue and Other Support	<u>5,109,857</u>	<u>262,359</u>	<u>5,372,216</u>
Expenses			
Program Services	3,719,504	-	3,719,504
Supporting Services			
Management and general	429,958	-	429,958
Fundraising	<u>530,128</u>	<u>-</u>	<u>530,128</u>
Total Expenses	<u>4,679,590</u>	<u>-</u>	<u>4,679,590</u>
Increase in Net Assets	430,267	262,359	692,626
Net Assets - Beginning of Year	<u>5,408,608</u>	<u>2,353,677</u>	<u>7,762,285</u>
Net Assets - End of Year	<u>\$ 5,838,875</u>	<u>\$ 2,616,036</u>	<u>\$ 8,454,911</u>

See independent auditor's report and accompanying notes to financial statements.

Sexual Assault Center
Statements of Activities and Changes in Net Assets (Continued)
For the Year Ended June 30, 2023

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Revenue and Other Support			
Grants	\$ 2,855,625	\$ -	\$ 2,855,625
Individual and corporate gifts	1,101,606	164,681	1,266,287
Other	295,529	-	295,529
Special events	376,316	79,350	455,666
United Way	-	150,000	150,000
Donated services	32,834	-	32,834
Counseling fees	52,344	-	52,344
Investment income	11,742	187,381	199,123
Transfers from restrictions	143,758	(143,758)	-
Net assets released from restrictions	<u>292,213</u>	<u>(292,213)</u>	<u>-</u>
Total Revenue and Other Support	<u>5,161,967</u>	<u>145,441</u>	<u>5,307,408</u>
Expenses			
Program Services	3,513,867	-	3,513,867
Supporting Services			
Management and general	434,644	-	434,644
Fundraising	<u>517,965</u>	<u>-</u>	<u>517,965</u>
Total Expenses	<u>4,466,476</u>	<u>-</u>	<u>4,466,476</u>
Increase in Net Assets	<u>695,491</u>	<u>145,441</u>	<u>840,932</u>
Net Assets - Beginning of Year	<u>4,713,117</u>	<u>2,208,236</u>	<u>6,921,353</u>
Net Assets - End of Year	<u>\$ 5,408,608</u>	<u>\$ 2,353,677</u>	<u>\$ 7,762,285</u>

See independent auditor's report and accompanying notes to financial statements.

**Sexual Assault Center
Statements of Cash Flows
For the Years Ended June 30, 2024 and 2023**

	<u>2024</u>	<u>2023</u>
Cash Flows from Operating Activities		
Increase in Net Assets	\$ 692,626	\$ 840,932
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities		
Depreciation	139,657	139,311
Realized and unrealized gains on investments	(349,019)	(201,457)
(Increase) Decrease in Operating Assets		
Contributions receivable	30,177	(23,794)
Grants receivable	18,036	(271,242)
Other receivables	3,438	(175)
Prepaid expenses	5,803	(18,477)
Increase (Decrease) in Operating Liabilities		
Accounts payable	(29,436)	(96,139)
Accrued wages and payroll taxes	<u>2,942</u>	<u>(7,248)</u>
Net Cash Provided by Operating Activities	<u>514,224</u>	<u>361,711</u>
Cash Flows from Investing Activities		
Purchases of property and equipment	(4,536)	(157,717)
Investment (purchases) proceeds, net	<u>(397,470)</u>	<u>14,075</u>
Net Cash Used for Investing Activities	<u>(402,006)</u>	<u>(143,642)</u>
Increase in Cash And Cash Equivalents	112,218	218,069
Cash And Cash Equivalents - Beginning of Year	<u>1,837,142</u>	<u>1,619,073</u>
Cash And Cash Equivalents - End of Year	<u>\$ 1,949,360</u>	<u>\$ 1,837,142</u>

See independent auditor's report and accompanying notes to financial statements.

Sexual Assault Center
Statements of Functional Expenses
For the Year Ended June 30, 2024

	<u>Supporting Services</u>				<u>Total Expenses</u>
	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total Supporting Services</u>	
Salaries	\$ 2,231,975	\$ 328,494	\$ 267,206	\$ 595,700	\$ 2,827,675
Benefits and taxes	<u>390,750</u>	<u>50,443</u>	<u>54,722</u>	<u>105,165</u>	<u>495,915</u>
Total Salaries and Related Expenses	2,622,725	378,937	321,928	700,865	3,323,590
Temporary and professional services	425,288	3,094	25,132	28,226	453,514
Equipment and IT consulting	188,850	4,914	5,092	10,006	198,856
Occupancy	85,350	3,523	3,303	6,826	92,176
Supplies	101,217	5,060	1,911	6,971	108,188
Professional development	61,507	2,734	4,100	6,834	68,341
Donated services	79,048	-	-	-	79,048
Special events	-	-	159,375	159,375	159,375
Insurance	29,243	2,919	2,334	5,253	34,496
Miscellaneous expenses	1,778	331	1,379	1,710	3,488
Meetings	4,595	7,317	5,519	12,836	17,431
Licenses and fees	<u>1,195</u>	<u>180</u>	<u>55</u>	<u>235</u>	<u>1,430</u>
Total Expenses Before Depreciation	3,600,796	409,009	530,128	939,137	4,539,933
Depreciation	<u>118,708</u>	<u>20,949</u>	<u>-</u>	<u>20,949</u>	<u>139,657</u>
Total Expenses	<u>\$ 3,719,504</u>	<u>\$ 429,958</u>	<u>\$ 530,128</u>	<u>\$ 960,086</u>	<u>\$ 4,679,590</u>
Percent of Total Expenses	<u>79%</u>	<u>10%</u>	<u>11%</u>		<u>100%</u>

See independent auditor's report and accompanying notes to financial statements.

Sexual Assault Center
Statements of Functional Expenses (Continued)
For the Year Ended June 30, 2023

	<u>Supporting Services</u>				<u>Total Expenses</u>
	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total Supporting Services</u>	
Salaries	\$ 2,243,784	\$ 330,232	\$ 268,619	\$ 598,851	\$ 2,842,635
Benefits and taxes	<u>395,918</u>	<u>47,197</u>	<u>55,319</u>	<u>102,516</u>	<u>498,434</u>
Total Salaries and Related Expenses	2,639,702	377,429	323,938	701,367	3,341,069
Temporary and professional services	319,724	12,004	13,838	25,842	345,566
Equipment and IT consulting	168,708	4,390	4,549	8,939	177,647
Occupancy	101,153	4,175	3,914	8,089	109,242
Supplies	59,028	5,601	8,085	13,686	72,714
Professional development	41,457	2,182	13,012	15,194	56,651
Donated services	32,834	-	-	-	32,834
Special events	-	-	143,947	143,947	143,947
Insurance	28,039	2,799	2,239	5,038	33,077
Miscellaneous expenses	1,211	170	709	879	2,090
Meetings	3,089	4,920	3,711	8,631	11,720
Licenses and fees	<u>508</u>	<u>77</u>	<u>23</u>	<u>100</u>	<u>608</u>
Total Expenses Before Depreciation	3,395,453	413,747	517,965	931,712	4,327,165
Depreciation	<u>118,414</u>	<u>20,897</u>	<u>-</u>	<u>20,897</u>	<u>139,311</u>
Total Expenses	<u>\$ 3,513,867</u>	<u>\$ 434,644</u>	<u>\$ 517,965</u>	<u>\$ 952,609</u>	<u>\$ 4,466,476</u>
Percent of Total Expenses	<u>83%</u>	<u>10%</u>	<u>7%</u>		<u>100%</u>

See independent auditor's report and accompanying notes to financial statements.

Sexual Assault Center
Notes to Financial Statements
June 30, 2024 and 2023

Note 1 - Summary of Significant Accounting Policies

Organization and Purpose

Sexual Assault Center (the Organization), was founded by volunteers in 1978 as a Tennessee nonprofit corporation. The Organization is the only organization in Middle Tennessee dedicated exclusively to serving victims of sexual assault. The Organization offers specialized services for rape victims, child sexual abuse victims, adult survivors, and non-offending parents. These services include individual, group, and family therapy, a 24-hour crisis line, a SAFE clinic, medical accompaniments, assessments, court preparation, and training and community outreach for partner agencies, schools, universities, other professionals and community groups. Funding for the Organization's services is provided principally by federal awards passed through the Tennessee Department of Finance and Administration and other federal awards, as well as from United Way and individual and corporate donations.

Basis of Accounting

The accompanying financial statements of the Organization are prepared using the accrual basis of accounting, under which revenues are recognized when earned rather than when collected and expenses are recognized when incurred rather than when disbursed.

Financial Statement Presentation

The accompanying financial statements of the Organization report its financial information according to the following net asset classifications:

Net Assets Without Donor Restrictions - Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. Net assets without donor restrictions may be designated for specific purposes by action of the Board of Directors (the Board).

Net Assets With Donor Restrictions - Net assets subject to stipulations imposed by donors and grantors that can be fulfilled by actions of the Organization pursuant to those restrictions or that expire by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the Statements of Activities and Changes in Net Assets.

Measure of Operations

The Statements of Activities and Changes in Net Assets report changes in net assets, including changes in net assets from operating and non-operating activities. Operating activities consist of those items attributable to the Organization's ongoing activities. Non-operating activities are limited to resources that generate return from donor-restricted contributions, net assets released for capital expenditure, and other activities considered to be of a more unusual or non-recurring nature.

Program and Supporting Services - Functional Expenses

The following program and supporting services are included in the accompanying financial statements on the Statements of Functional Expenses:

Program Services - include activities carried out to fulfill the Organization's mission, resulting in services provided to victims of sexual assaults and their families. This includes counseling and therapeutic services through counseling, therapy, education, and advocacy. Program services also include the support provided to victims by volunteers through responding to crisis hotline calls, assisting in medical accompaniments and general marketing, and training and community outreach to inform families and professionals in partner agencies, schools, universities and other professional alliances on how to recognize and reduce the risks of sexual abuse.

Supporting Services - Management and General - relates to the overall direction of the Organization. These expenses are not identifiable with a particular program, event or fundraising, but are indispensable to the conduct of those activities and are essential to the Organization. Specific activities include organizational oversight, business management, recordkeeping, budgeting, financing, information systems, and other administrative activities.

Supporting Services - Fundraising - includes cost of activities directed toward appeals for financial support, including special events. Other activities include the cost of solicitations and creation and distribution of fundraising materials.

Classification of Expenses

Expenses are classified functionally as a measure of service efforts and accomplishments. Direct expenses, incurred for a single function, are allocated entirely to that function. Joint expenses, applicable to more than one function, are allocated on the basis of objectively summarized information or management estimates.

Use of Estimates

Management of the Organization has made a number of estimates and assumptions relating to the reporting of assets and liabilities and disclosure of contingent assets and liabilities to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Actual results could differ from these estimates.

Cash Equivalents

For the purpose of the Statements of Financial Position and the Statements of Cash Flows, the Organization considers any liquid investments with an original maturity of three months or less to be cash equivalents.

Fair Value Measurements

The Organization follows Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820-10, *Fair Value Measurements*, with respect to its financial assets and liabilities. Fair value is defined as the price that would be received to sell an asset in the principal or most advantageous market for the asset in an orderly transaction between market participants on the measurement date. Fair value should be based on the assumptions market participants would use when pricing an asset. U.S. GAAP established a fair value hierarchy that prioritized investments based on those assumptions. The fair value hierarchy gives the highest priority to quoted prices in

Sexual Assault Center
Notes to Financial Statements (Continued)

active markets (observable inputs) and the lowest priority to an entity's assumptions (unobservable inputs). The Organization groups assets at fair value based on the markets in which the assets and liabilities are traded, and the reliability of the assumptions used to determine fair value. These levels are as follows:

Level 1 – Unadjusted quoted market prices for identical assets or liabilities in active markets as of the measurement date.

Level 2 – Other observable inputs, either directly or indirectly, including:

- Quoted prices for similar assets/liabilities in active markets;
- Quoted prices for identical or similar assets in non-active markets;
- Inputs other than quoted prices that are observable for the asset/liability; and,
- Inputs that are derived principally from or corroborated by other observable market data.

Level 3 – Unobservable inputs that cannot be corroborated by observable market data.

U.S. GAAP requires disclosure of an estimate of fair value of certain financial instruments. The Organization's significant financial instruments are cash and cash equivalents, contributions and grants receivable, investments, and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value. There are no financial instruments categorized as Level 2 or Level 3.

Investment Valuation

Investments in certificates of deposit with original maturity dates greater than three months, money funds, mutual funds, and marketable equity securities with readily determinable fair values and all investments in debt securities are measured on a recurring basis at their fair values in the Statements of Financial Position. Unrealized gains and losses are included in the Statements of Activities and Changes in Net Assets.

Contributions Receivable

Contributions are recognized when the donor makes a promise to give that is, in substance, unconditional. Unconditional promises to give (pledges) that are to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are initially recorded at the fair value of their estimated future cash flows as of the date of the promise to give through the use of a present value discount technique. In periods subsequent to initial recognition, unconditional promises to give are reported at the amount management expects to collect and are discounted over the collection period using the same discount rate as determined at the time of initial recognition.

The discount rate determined at the initial recognition of the unconditional promise to give is based upon management's assessment of many factors, including when the receivable is expected to be collected, the creditworthiness of the other parties, the Organization's past collection experience and its policies concerning the enforcement of promises to give, expectations about possible variations in the amount or timing, or both, of the cash flows, and other factors concerning the receivables collectibility. Amortization of the discounts is included in support from contributions. Conditional promises to give are recognized when the conditions on which they depend are substantially met. An allowance for uncollectible pledges is recorded when the

Sexual Assault Center
Notes to Financial Statements (Continued)

Organization determines, based on historical experience and collection efforts, that a contribution receivable is uncollectible. No allowance for uncollectible receivables was considered necessary as of June 30, 2024 or 2023.

Land, Building, and Equipment

Land, building, and equipment are stated at cost or, if donated, at their estimated market value at the date of gift, less accumulated depreciation. Depreciation is provided over the assets' estimated useful lives using the straight-line method. Buildings, capital improvement, furniture and fixtures, and artwork are depreciated over three to forty years.

Expenditures for maintenance and repairs and items less than \$5,000 are expensed when incurred. Expenditures for renewals or betterments are capitalized. When property is retired or sold, the cost and the related accumulated depreciation are removed from the accounts, and the resulting gain or loss is included in other income on the Statements of Activities and Changes in Net Assets.

In accordance with FASB ASC 360-10, *Accounting for the Impairment or Disposal of Long-Lived Assets*, the Organization reviews the carrying value of land, building, and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends, and prospects, as well as the effects of obsolescence, demand, competition, and other economic factors. Based on this assessment, there was no impairment at June 30, 2024 or 2023.

When intangible assets are retired or sold, the cost and the related accumulated amortization are removed from the accounts, and the resulting gain or loss is included in the Statements of Activities and Changes in Net Assets.

Right-of-Use Assets and Liabilities

Right-of-Use (ROU) assets represent the right to use the underlying assets for the lease term and the lease liabilities represent the obligation to make lease payments arising from the leases. ROU assets and liabilities greater than twelve months are recognized at commencement date based on the present value of future lease payments over the lease term, which includes only payments that are fixed and determinable at the time of commencement. When readily determinable, the Organization uses the interest rate implicit in a lease to determine the present value of future lease payments. For leases where the implicit rate is not readily determinable, the Organization's incremental borrowing rate is used. The Organization calculates its incremental borrowing rate on a periodic basis using a third-party financial model that estimates the rate of interest the Organization would have to pay to borrow an amount equal to the total lease payments on a collateralized basis over a term similar to the lease. The Organization applies its incremental borrowing rate using a portfolio approach. The ROU assets also includes any lease payments made prior to commencement and is recorded net of any lease incentives received. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Organization will exercise such options. The Organization has determined that all operating leases which are individually less than \$30,000 are deemed insignificant to the financial statements.

Sexual Assault Center
Notes to Financial Statements (Continued)

Revenue Recognition**Contributions**

Contributions and other public support are generally recognized at the time of receipt as there are no performance obligations that are required to be satisfied. Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. The Organization reports any gifts of property, equipment or materials as unrestricted support unless explicit donor restrictions specify how the assets must be used and no performance obligations exist. Gifts of long-lived assets with explicit restrictions as to how the assets are to be used or funds restricted for the acquisition of long-lived assets are reported as restricted support. Expirations of donor restrictions are recognized when the donated or acquired long-lived assets are placed in service as the performance obligation is considered to be met at that point in time.

Grants

Grant revenue results from agreements, typically with government agencies, that fund specific activities of the Organization. The grants are of three primary types: unconditional contributions, conditional contributions, and exchange transactions. An agreement is a contribution if its primary purpose is to enable the Organization to provide a service to or for the general public rather than to serve the direct needs of the granting or contracting party. In other words, the agreement is a contribution if any benefit to the granting or contracting party is indirect or insubstantial as compared to the public benefit. The Organization recognizes grant and contract revenue associated with unconditional contributions without donor stipulations as revenue and net assets without donor restrictions. Unconditional contributions with a donor stipulation that limits their use are reported as revenue and net assets with donor restrictions. When a donor stipulated restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions in the Statements of Activities and Changes in Net Assets as net assets released from restrictions. The Organization recognizes grant and contract revenue associated with conditional contributions as earned when conditions are met (allowable expenses have been incurred or as a milestone is met) as net assets without donor restrictions. Any unused funds are forfeited, and if any expenditures are unallowed, the Organization is required to refund the amounts drawn down. In contrast, if the grant or contract provided a benefit directly to the granting or contracting party, the agreement is an exchange transaction with a customer.

Grant revenue from federal agencies is subject to independent audit under the Uniform Guidance and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant, or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Income Taxes

The Organization is exempt from income taxes under the provisions of Internal Revenue Code Section (IRCS) 501(c)(3), and, accordingly, no provision for income taxes is included in the financial statements.

The Organization follows FASB 740-10, *Accounting for Uncertainty in Income Taxes*, as it relates to uncertain tax positions. For all tax positions taken by the Organization, management believes it is clear that the likelihood is greater than 50% that the full amount of the tax position taken will be

Sexual Assault Center
Notes to Financial Statements (Continued)

ultimately realized. Therefore, management believes that no liability for unrecognized tax benefits should be recorded related to uncertain tax positions taken on returns for the three most recent years filed, or expected to be taken in the Organization's tax return. The Organization identifies its major tax jurisdictions as the U.S. Federal and the State of Tennessee. However, the Organization is not currently under audit nor has the Organization been contacted by either of these jurisdictions. As of June 30, 2024 and 2023, the Organization has accrued no interest and no penalties related to uncertain tax positions.

Contributed Nonfinancial Assets and Services

The Organization receives various types of contributed nonfinancial assets donated by its members in carrying out the Organization's operations that require specialized skills and would be purchased if not provided by the donor at the fair value of services rendered. The Organization records the value of services donated by graduate student interns, and medical accompaniment volunteers at an hourly rate of \$16. Donated services of \$79,047 and \$32,834 have been reflected in the accompanying Statements of Activities and Changes in Net Assets and Statements of Functional Expenses for the years ended June 30, 2024 and 2023, respectively.

Advertising and Promotion Costs

Advertising and promotion costs of \$86,354 and \$8,763 were expensed as incurred during the years ended June 30, 2024 and 2023, respectively.

Events Occurring After Reporting Date

The Organization has evaluated events and transactions that occurred between July 1, 2024 and November 20, 2024, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

Note 2 - Adoption of New Accounting Pronouncement

From time-to-time, new accounting pronouncements are issued by the FASB or other standards setting bodies that the Organization adopts as of the specified effective date. Unless otherwise discussed, management believes the impact of any other recently issued standards that are not yet effective are either not applicable at this time or will not have a material impact on the financial statements upon adoption.

Note 3 - Availability and Liquidity

The Organization's financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statements of Financial Position date, are as follows:

Sexual Assault Center
Notes to Financial Statements (Continued)

	<u>2024</u>	<u>2023</u>
Cash and cash equivalents	\$ 1,949,360	\$ 1,837,142
Grants receivable	400,838	418,874
Contributions receivable	200,000	230,177
Other receivables	5,418	8,856
Investments	<u>2,683,465</u>	<u>1,936,976</u>
Subtotal	5,239,081	4,432,025
Less - Financial assets with donor restrictions, excluding time restrictions that expire in the next twelve months	(2,616,036)	(2,353,677)
Less - Board designated restrictions	<u>(500,000)</u>	<u>(143,758)</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 2,123,045</u>	<u>\$ 1,934,590</u>

The Organization regularly monitors liquidity required to meet its operating and other contractual commitments. For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing program service activities as well as the conduct of services undertaken to support those activities to be general expenditures. The Board has designated certain amounts as a reserve for capital improvements. These amounts are not to be used for current operations; however, funds may be drawn upon in the event of financial need.

Note 4 - Land, Building, and Equipment

Land, building, and equipment at June 30, 2024 and 2023, consists of the following:

	<u>2024</u>	<u>2023</u>
Land	\$ 552,618	\$ 552,618
Building	1,959,280	1,959,280
Building improvements	2,092,526	2,087,989
Furniture and fixtures	270,583	270,584
Artwork	<u>12,905</u>	<u>12,905</u>
	4,887,912	4,883,376
Accumulated depreciation	<u>(1,572,582)</u>	<u>(1,432,925)</u>
	<u>\$ 3,315,330</u>	<u>\$ 3,450,451</u>

Depreciation expense related to buildings and equipment totaled \$139,657 and \$139,311 for the years ended June 30, 2024 and 2023, respectively.

Sexual Assault Center
Notes to Financial Statements (Continued)

Note 5 - Investments

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value as of June 30, 2024 and 2023:

**Fair Value Measurements as of
June 30, 2024 using the following inputs**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Government and corporate bonds	\$ 416,651	\$ -	\$ -	\$ 416,651
Mutual funds	1,549,002	-	-	1,549,002
Interest bearing cash	<u>717,812</u>	-	-	<u>717,812</u>
Total financial assets	<u>\$ 2,683,465</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,683,465</u>

**Fair Value Measurements as of
June 30, 2023 using the following inputs**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Government and corporate bonds	\$ 343,078	\$ -	\$ -	\$ 343,078
Mutual funds	1,390,113	-	-	1,390,113
Interest bearing cash	<u>203,785</u>	-	-	<u>203,785</u>
Total financial assets	<u>\$ 1,936,976</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,936,976</u>

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to the level of risk associated with various investments, it is reasonably possible that changes in the values of certain investments will occur in the near term and that such changes could materially affect the amounts reported on the financial statements.

The following schedule summarizes the investment income (loss) in the Statements of Activities and Changes in Net Assets for 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Interest and dividend income	\$ 36,945	\$ 39,242
Unrealized and realized gains on investments	<u>246,489</u>	<u>159,881</u>
	<u>\$ 283,434</u>	<u>\$ 199,123</u>

Sexual Assault Center
Notes to Financial Statements (Continued)

The above investment return is classified in the Statements of Activities and Changes in Net Assets for 2024 and 2023 as follows:

	<u>2024</u>	<u>2023</u>
Without donor restriction	\$ 36,945	\$ 11,742
With donor restriction	<u>246,489</u>	<u>187,381</u>
	<u>\$ 283,434</u>	<u>\$ 199,123</u>

Note 6 - Line of Credit

The Organization has entered into a line of credit in the amount of \$150,000 with a bank. Borrowings bear interest at the institution's prime rate of interest plus 1.00% (8.25% at June 30, 2024) and matures on August 14, 2024. No borrowings were outstanding at June 30, 2024 or June 30, 2023. Upon maturity, the Organization chose not to renew this line of credit.

Note 7 - Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes or periods:

	<u>2024</u>	<u>2023</u>
Subject to expenditure for specified purposes:		
General use	\$ 229,328	\$ 281,383
Building and capital improvements	11,723	17,218
Fundraising event	91,520	118,100
Investment returns, net, on endowments	1,003,768	757,279
Employee recruitment and retention	100,000	-
Held in perpetuity and not subject to a spending policy or appropriation:		
Endowment fund investments	<u>1,179,697</u>	<u>1,179,697</u>
Total net assets with donor restrictions	<u>\$ 2,616,036</u>	<u>\$ 2,353,677</u>

Net assets were released from donor restrictions by incurring expenses satisfying the purpose restriction specified by donors at June 30, 2024 and 2023 as follows:

	<u>2024</u>	<u>2023</u>
General use	\$ 320,805	\$ 150,000
Building and capital purpose	5,495	110,713
Fundraising event	<u>49,350</u>	<u>31,500</u>
	<u>\$ 375,650</u>	<u>\$ 292,213</u>

Sexual Assault Center
Notes to Financial Statements (Continued)

Note 8 - Board Designated Restrictions

The Board has designated that certain types of support received not be used for current operating purposes. Such designation may be terminated at the discretion of the Board and does not represent donor restrictions. A summary of designations at June 30, 2024 and 2023 is as follows:

	<u>2024</u>	<u>2023</u>
Capital improvements	\$ <u>500,000</u>	\$ <u>143,758</u>
Total Board Designated Restrictions	\$ <u>500,000</u>	\$ <u>143,758</u>

Note 9 - Endowment Fund

The Organization's endowment fund includes donor-restricted endowment funds and funds designated by the Organization to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law - The endowment fund is subject to the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and, thus, classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the Organization appropriates such amounts for expenditure. Most of those net assets also are subject to purpose restrictions that must be met before reclassifying those net assets to net assets without donor restrictions. The Board has interpreted UPMIFA as not requiring the maintenance of the purchasing power of the original gift amount that was contributed to an endowment fund, unless a donor stipulates to the contrary. As a result of this interpretation, when reviewing its donor-restricted endowment funds, the Board considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Board has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law. Additionally, in accordance with UPMIFA, the Board considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purposes of the Organization and the donor-restricted endowment fund
- General economic conditions
- The possible effect of inflation and deflation
- The expected total return from income and the appreciation of investments
- Other resources of the Organization
- The investment policies of the Organization

Sexual Assault Center
Notes to Financial Statements (Continued)

Spending Policy - The Board has approved an endowment spending policy to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Under this policy, as approved by the Board, the endowment assets are invested in a manner that is intended to provide a real total return, net investment management fees that is consistent with spending policy requirements. Actual returns in any given year may vary from this amount. To satisfy its long-term rate-of-return objectives, the Organization's investment policy is to maintain 60% in equity securities, 30% in bonds or alternative investments, and 10% in cash and cash equivalents. The Organization's policy allows annual withdrawals up to 3% of the average year-end value of the portfolio for the previous three fiscal years for building maintenance and repairs, if needed. However, if the amount of funds in the investment account is less than the balance of net assets with donor restrictions to be held in perpetuity, no amount is withdrawn.

Return Objectives and Risk Parameters - The Board has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the endowment fund must hold in perpetuity or for a donor-specified period(s) as well as Board-designated funds. Asset allocations are targeted to produce expected returns consistent with using long-term historical returns of asset classes.

Strategies Employed for Achieving Objectives - To satisfy its long-term rate-of-return objectives, the endowment fund relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The endowment fund targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Funds with Deficiencies - From time-to-time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level the donor or UPMIFA requires the endowment fund to retain as a fund of perpetual duration (underwater endowments). Deficiencies of this nature are reported in net assets with donor restrictions. As of June 30, 2024 and 2023, there were no such deficiencies. The Board has interpreted the UPMIFA and applicable state trust law to permit spending from underwater endowments in accordance with prudent measures required under law.

Sexual Assault Center
Notes to Financial Statements (Continued)

Endowment net assets consisted of the following at June 30, 2024:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Net Endowment Assets</u>
Board designated endowment funds	\$ 500,000	\$ -	\$ 500,000
Donor-restricted Endowment Funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	\$ -	\$ 1,179,697	\$ 1,179,697
Accumulated investment gains	<u>-</u>	<u>1,003,768</u>	<u>1,003,768</u>
Total funds	<u>\$ 500,000</u>	<u>\$ 2,183,465</u>	<u>\$ 2,683,465</u>

Endowment net assets consisted of the following at June 30, 2023:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Net Endowment Assets</u>
Donor-restricted Endowment Funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	\$ -	\$ 1,179,697	\$ 1,179,697
Accumulated investment gains	<u>-</u>	<u>757,279</u>	<u>757,279</u>
Total funds	<u>\$ -</u>	<u>\$ 1,936,976</u>	<u>\$ 1,936,976</u>

Changes in the endowment net assets for the years ended June 30, 2024 and 2023 is as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Net Endowment Assets</u>
Endowment fund net assets, June 30, 2022	\$ -	\$ 1,749,595	\$ 1,749,595
Net appreciation	<u>-</u>	<u>187,381</u>	<u>187,381</u>
Endowment fund net assets, June 30, 2023	-	1,936,976	1,936,976
Board designations of net assets	500,000	-	500,000
Net appreciation	<u>-</u>	<u>246,489</u>	<u>246,489</u>
Endowment fund net assets, June 30, 2024	<u>\$ 500,000</u>	<u>\$ 2,183,465</u>	<u>\$ 2,683,465</u>

Sexual Assault Center
Notes to Financial Statements (Continued)

Note 10 - Retirement Plan

The Organization sponsors a defined contribution retirement plan covering all employees who have completed one year of service. The Organization may provide a matching contribution up to a maximum of 3%. The Organization made contributions of \$36,603 and \$25,913 to the plan in June 30, 2024 and 2023, respectively.

Note 11 - Credit Risk and Other Concentrations

The Organization generally maintains cash in excess of federally insured amounts. The Organization maintains its cash in high credit quality financial institutions and has not experienced, nor does it anticipate, any losses with respect to such amounts. During 2024 the Organization entered into an Insured Cash Sweep Agreement with the Organization's bank that allows it to distribute funds over a network of banks so that deposits are within the federally insured limits of insurance and minimize the risk of loss from bank failure. Additionally, the Organization's investments are subject to market risk, the risk inherent in fluctuating market. The broker/dealer that is the custodian of the Organization's securities is covered by the Securities Investor Protection Corporation (SIPC), which covers investor losses, in some cases, attributable to bankruptcy or fraudulent practices of brokerage firms.

The Organization receives a substantial amount of its support from grants, federal and state agencies, and the United Way. Grant and United Way revenue comprised approximately 58% and 57% of total revenue and other support during fiscal years 2024 and 2023, respectively. A significant reduction in the level of this support, if this were to occur, could have an adverse impact on the Organization's program and services.

The Organization also receives a significant amount of its support from contributions from donors. During the year ended June 30, 2024, contributions from two donors represented approximately 23% whereas during the year ended June 30, 2023 contributions from one donor represented approximately 14% of contributions from individuals, corporations, and capital campaign donors.

Note 12 - Contingent Liabilities

The Organization received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could result in disallowance of expenditures, management believes that any required reimbursements would not be significant. Accordingly, no provision has been made for potential reimbursements to the grantor.

Note 13 - Community Foundation of Middle Tennessee

The Community Foundation of Middle Tennessee (Foundation) maintains investments on behalf of the Organization. The Foundation has ultimate authority and control over the investments and, accordingly, the net assets of the Organization do not include these investments. The Organization

Sexual Assault Center
Notes to Financial Statements (Continued)

does anticipate receiving periodic investment earnings on its pro-rata share of the Foundation's assets. The balance of the endowment fund held for the benefit of the Organization totaled \$31,818 and \$28,952 at June 30, 2024 and 2023, respectively.

Note 14 - Related Party Transactions

Periodically, the Organization receives voluntary contributions, gift-in-kind donations, and volunteer labor from various Board members and their companies throughout the year.

SUPPLEMENTARY INFORMATION

**Sexual Assault Center
Schedule of Expenditures of Federal and State Awards
Year Ended June 30, 2024**

<u>Federal Grantor / Pass-Through Grantor / Program Title</u>	<u>Program Name</u>	<u>Assistance Listing Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Expenditures</u>
Federal Awards				
U.S Department of Justice:				
Through Tennessee Department of Finance and Administration:				
	Crime Victim Assistance	16.575	VOCA No. 47671	\$ 1,191,417
	Crime Victim Assistance	16.575	VOCA No. 51042	227,561
	Crime Victim Assistance	16.575	VOCA No. 39949	162,500
	Crime Victim Assistance	16.575	VOCA No. 47705	<u>74,572</u>
	Sub-total 16.575			<u>1,656,050</u>
	Sexual Assault Services Formula Program	16.017	SASP 46567	79,129
	Sexual Assault Services Formula Program	16.017	SASP 46888	<u>97,738</u>
	Sub-total 16.017			<u>176,867</u>
	COVID-19 Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services	93.671	ARP 3, SA 47663	<u>255,802</u>
	Sub-total 93.671			<u>255,802</u>
	Education, Training, and Enhanced Services to End Violence Against and Abuse of Women with Disabilities	16.529	n/a	<u>52,570</u>
	Sub-total 16.529			<u>52,570</u>
	Sub-total through U.S Department of Justice			<u>2,141,289</u>
U.S. Department of Health and Human Services:				
Through Tennessee Department of Health and Human Services:				
	Injury Prevention and Control Research and State Community Based	93.136	DOH RPE 74044	<u>43,820</u>
	Sub-total 93.136			<u>43,820</u>
Through Tennessee Coalition to End Domestic and Sexual Violence:				
	Preventative Health & Health Services - Crisis Hotline	93.991	n/a	<u>12,149</u>
	Sub-total 93.991			<u>12,149</u>
	Sub-total through U.S. Department of Health and Human Services			<u>55,969</u>
	Total Expenditures of Federal Awards			<u>2,197,258</u>
State Awards				
Through Metro Government of Nashville and Davidson Counties:				
	Crime Victim Assistance	N/A	L-5029	166,728
	Crime Victim Assistance	N/A	L-5816	175,000
	Crime Victim Assistance	N/A	52228	<u>379,715</u>
	Sub-total through Metro Government of Nashville and Davidson Counties			<u>721,443</u>
	Total Expenditures of State Awards			<u>721,443</u>
	Total Expenditures of Federal and State Awards			<u>\$ 2,918,701</u>

See accompanying notes to Schedule of Expenditures of Federal and State Awards

Sexual Assault Center
Notes to Schedule of Expenditures of Federal and State Awards
June 30, 2024

Note 1 - Basis of Presentation

The accompanying Schedule of Expenditures of Federal and State Awards (the Schedule) includes the federal grant activity of Sexual Assault Center (the Organization) for the year ended June 30, 2024. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) as codified by HHS at 45 CFR Part 75 . Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Note 2 - Summary of Significant Accounting Policies For Federal Expenditures

For purposes of the Schedule, expenditures for federal programs are recognized on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The Organization did not expend any federal awards during 2024 in the form of non-cash assistance or provide any funds to subrecipients.

The Organization has elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

Note 3 - Contingencies

These programs are subject to financial and compliance audits by grantor agencies. The amount, if any, of expenditures that may be disallowed by the grantor agencies cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.



Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

The Board of Directors
Sexual Assault Center
Nashville, Tennessee

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Sexual Assault Center (the Organization), a nonprofit organization, which comprise the statement of financial position as of June 30, 2024, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 20, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

(Auditor's report continued on next page)

Report On Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink that reads "Puryear & Noonan, CPAs PLLC". The signature is written in a cursive, flowing style.

Puryear & Noonan, CPAs
Nashville, Tennessee
November 20, 2024



Independent Auditor's Report on Compliance For Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

The Board of Directors
Sexual Assault Center
Nashville, Tennessee

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Sexual Assault Center's (the Organization), a nonprofit organization, compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2024. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on compliance for each major federal program. Our audit does not provide a legal determination of Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

(Auditor's report continued on next page)

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate to those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identify during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

(Auditor's report continued on next page)

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in blue ink that reads "Puryear & Noonan, CPAs PLLC". The signature is written in a cursive, flowing style.

Puryear & Noonan, CPAs
Nashville, Tennessee
November 20, 2024

**Sexual Assault Center
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2024**

Section I Summary of Independent Auditor's Results

Financial Statements

Type of auditor's report issued: **Unmodified**

Internal control over financial reporting:

Material weakness(es) identified? Yes No

Significant deficiency(ies) identified? Yes None reported

Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

Material weakness(es) identified? Yes No

Significant deficiency(ies) identified? Yes None reported

Type of auditor's report issued on compliance for major programs: **Unmodified**

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) of the Uniform Guidance? Yes No

Identification of major programs:

<u>Assistance Listing Number(s)</u>	<u>Grantor</u>	<u>Name of Federal Program or Cluster</u>
16.575	State of Tennessee Department of Finance and Administration	Crime Victim Assistance
93.671	State of Tennessee Department of Finance and Administration	COVID-19 Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services

Dollar threshold to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? Yes No

(Continued on next page)

**Sexual Assault Center
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2024**

Section II Financial Statement Findings

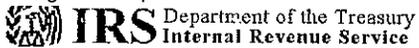
No matters were reported

Section III Federal Award Findings and Questioned Costs

No matters were reported

**Sexual Assault Center
Schedule of Prior Audit Findings
For the Year Ended June 30, 2024**

No findings were reported during the prior year audit.



Department of the Treasury
Internal Revenue Service
P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077556534
Mar. 06, 2009 LTR 4168C 0
62-1043294 000000 00 000
00027662
BODC: TE

SEXUAL ASSAULT CENTER
% DONNA CENTER
101 FRENCH LANDING DR
NASHVILLE TN 37228-1511



011527

Employer Identification Number: 62-1043294
Person to Contact: SHARON LENARD
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Aug. 21, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in December 1983, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Cindy Westcott
Manager, EO Determinations

Tennessee Secretary of State
Tre Hargett



Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

March 04, 2025

CINDY LEONARD
101 FRENCH LANDING DRIVE
NASHVILLE, TN 37228 USA

RE: Registration to Solicit Funds for Charitable Purposes
Organization Name: SEXUAL ASSAULT CENTER
CO Number: CO288
Renewal Date: 12/31/2025

Dear CINDY LEONARD :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501, *et seq.* the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at <https://sos.tn.gov/charities>. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars (\$5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

A handwritten signature in black ink that reads "Tre Hargett".

Tre Hargett
Secretary of State

Tracking Number
2025104736

Application to Renew Registration of a Charitable Organization



Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/charities

CO Number: CO288
Filed: 03/03/2025 10:07 AM
Tre Hargett
Secretary of State

Organization Information

Legal Name of the Charitable Organization: SEXUAL ASSAULT CENTER

Legal entity type of the Organization: Corporation

Business Services Control Number: 000059290

FEIN: 62-1043294

Initial Registration Date: 01/03/1994

Renewal Date: 03/31/2025

Has your fiscal year ending month changed since your last renewal?

Yes No

Fiscal Year Ending Month: June

When and where was the organization legally established

Date: 11/01/1978

Country: USA

City/State: NASHVILLE, TN

County: Davidson

Has your Principal Office address changed since your last renewal?

Yes No

Principal Office Address

101 FRENCH LANDING DRIVE
USA, NASHVILLE, TN 37228

Has your Mailing address changed since your last renewal?

Yes No

Mailing Office Address

101 FRENCH LANDING DRIVE
USA, NASHVILLE, TN 37228

Contact Information for the Charitable Organization

Contact Name: CINDY LEONARD

Telephone Number: (615) 259-9055

Fax Number: (615) 244-6855

Email: cleonard@sacenter.org

Website: sacenter.org

Current names used by the charity organization

Do you need to modify other names that the charity solicits under?

Yes No

Has the organization registered in any other state(s)?

Yes No

Does the charity have other offices, chapters, branches, affiliates or a parent?

Yes No

The category that best describes your organization

P - Human Services

The charitable purpose of the organization

To provide healing for children, adults, and families affected by sexual assault and to end sexual violence through counseling, advocacy and community outreach.

Tax & Financial Information

Has your tax exempt status changed since your last renewal?

Yes No

Last Fiscal Year Start: July 2023

Last Fiscal Year End: June 2024

Type of 990 Tax Form Filed: 990 (Long Form)

Government Grants	\$ 2,918,701.00
Total Revenue	\$ 5,090,895.00

Solicitation Information

Have you been enjoined by any court from soliciting contributions?

Yes No

Does your organization contract with or otherwise engage the services of any outside fundraising professional (such as a “professional fund-raiser,” “paid solicitor,” “fund raising counsel,” or “commercial co-venturer”)?

Yes No

Officer Information

Do you need to modify the current officers?

Yes No

List each officer, director, and trustee (at least 2 officers are required, and you must list officers who have or share the following titles: "Chief Financial Officer", "Custodian of Contributions", "Custodian of Final Distributions")

Becca Fuqua
101 French Landing Drive
Nashville, TN 37228, USA
Title(s): Treasurer

Brittany Weiner
101 French Landing Drive
Nashville, TN 37228, USA
Title(s): Director, Secretary

Libby Calloway
101 French Landing Drive
Nashville, TN 37228, USA
Title(s): Vice President

Rachel Freeman
101 French Landing Drive
Nashville, TN 37228, USA
Title(s): Chief Executive Officer, Custodian of Final Distributions

Rachel Kraft Johnson
801 Percy Warner Blvd.
Nashville, TN 37205, USA
Title(s): President

CINDY LEONARD
101 French Landing Drive
Nashville, TN 37228, USA
Title(s): Chief Fiscal Officer, Custodian of Contributions

Has any officer, director, manager, operator, or principal of the organization been the subject of an injunction, judgement, or administrative order or been convicted of a felony?

Yes No

Signature

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Cindy Leonard

Date: 02/21/2025

Title: Chief Fiscal Officer

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Rachel Cook Freeman

Date: 02/24/2025

Title: Chief Executive Officer



Tre Hargett
Secretary of State

Division of Business and Charitable Organizations

Department of State

State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2555
Fax: 615-253-5173
sos.tn.gov/charities

Date: 02/24/2025

Invoice: 2025-24737

Customer Information

CINDY LEONARD
SEXUAL ASSAULT CENTER
101 FRENCH LANDING DRIVE
NASHVILLE, TN 37228 , USA

Tracking Number	Description	Amount Paid
2025104736	SEXUAL ASSAULT CENTER (CH Charitable Renewal)	\$ 10.00
Payment Details		
	Fee Total:	\$ 10.00
	Payment Total:	\$ 0.00
	Amount Due:	\$ 0.00
Payment Method		
	Payment Type: Credit Card	
	Check/Confirmation Number: 3893065909	

FILED

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Form No. 1A
Section 48-202
Not for Profit

100420

SECRETARY OF STATE

CHARTER
OF

The Rape and Sexual Abuse Center of Davidson County

The undersigned natural person or persons, having capacity to contract and acting as the incorporator or incorporators of a corporation under the Tennessee General Corporation Act, adopt the following charter for such corporation:

1. The name of the Corporation is The Rape and Sexual Abuse Center of Davidson County
2. The duration of the corporation is perpetual.
3. The address of the principal office of the corporation in the State of Tennessee shall be P.O. Box 12043, Nashville, Tennessee 37212, County of Davidson.
4. The corporation is not for profit.
5. The purposes for which the corporation is organized are:
 - (1) To provide immediate supportive services, counseling, and advocacy for victims of rape and/or sexual abuse and their families.
 - (2) To increase public awareness and to educate the community concerning the issues of rape and sexual abuse.
 - (3) To reduce the vulnerability of people as the targets of crime through rape prevention and education.
 - (4) To increase the reporting rate, and to encourage victims to avail themselves of medical and legal assistance.
 - (5) To encourage the demythologization of rape through media presentation and education.
 - (6) To increase the prosecution acceptance rate.
6. This corporation is to have no members.
7. Other provisions:
 - (1) The general welfare of society, not individual profit, is the object for which this charter is granted, and the Board of Directors are not stock holders in the legal sense of the term, and no dividends or profits shall be divided among the Board of Directors.
 - (2) The Board of Directors may at any time voluntarily dis-

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SECRETARY OF STATE

solve the corporation by a conveyance of its assets and property to any other similar organization or mental health agency, or related agency, or other corporation holding a charter from the state for purposes not of individual profit, first providing for corporate debts.

- (3) The means, assets, income, or other property of the corporation shall not be employed directly or indirectly for any other purpose whatever than to accomplish the legitimate objects of its creation, and by no implication shall it engage in any kind of trading operation, nor hold any more real estate than is necessary for its legitimate purposes.

Phyllis C. ...
 SECRETARY OF STATE

Dated October 19, 1978.

Rebecca S. McCulloh
 Rebecca S. McCulloh

Keith A. Wilson
 Keith A. Wilson

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00042 01535

I, GENTRY CROWELL, Secretary of State, do certify
that this Charter, with certificate attached, the foregoing of which
is a true copy, was this day registered and certified to by me.

SEP 7 1978

This the 14th day of November, 1978.

CERTIFIED COPY

GENTRY CROWELL
SECRETARY OF STATE

FEE: \$10.00

ARTICLES OF AMENDMENT TO THE CHARTER
OF

FILED
SECRETARY OF STATE
THE RAPE AND SEXUAL ABUSE CENTER OF DAVIDSON COUNTY

0 0 2 0 7 0 0 9 9 4

Pursuant to the provisions of Section 48-303 of the Tennessee General Corporations Act, the undersigned corporation adopts the following articles of amendment to the Charter:

1. The name of the corporation is "The Rape and Sexual Abuse Center of Davidson County."
2. The amendments adopted are as follows:
 - a. Paragraph (1) of item 7 of the charter of the corporation is deleted in its entirety, and the following paragraph is inserted in its place:
 - (i) The Board of Directors may at any time voluntarily dissolve the corporation. In the event of dissolution, the residual assets of the corporation will be turned over to one or more organizations which themselves are tax exempt as described in sections 501(c)(3) and 710(c)(2) of the Internal Revenue Code of 1954, or corresponding sections of any prior or future law, or to the Federal, State, or local government for exclusive public purposes.
 - b. Item 7 of the charter of the corporation is amended by adding thereto a fourth paragraph, as follows:
 - (4) Notwithstanding any other provision of this charter, this corporation will not carry on any other activities not permitted to be carried on by (a) a corporation exempt from Federal Income tax under section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provisions of any future United States internal revenue law, or (b) a corporation, contributions to which are deductible under section 170(c)(3) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United States Internal Revenue Law.
3. The amendment was duly adopted at a meeting of the directors on April 7, 1981.
4. The amendment is to be effective immediately upon the filing of these articles by the Secretary of State.

Dated April 8, 1981.

The Rape and Sexual Abuse Center
of Davidson County

By: Charles W. Dunn
Assistant Secretary

691 0347

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SECRETARY OF STATE

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ARTICLES OF AMENDMENT TO THE CHARTER

OF

THE RAPE AND SEXUAL ABUSE CENTER OF DAVIDSON COUNTY

Pursuant to the provisions of Section 48-1-303 of the Tennessee General Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the corporation is:

The Rape and Sexual Abuse Center of Davidson County

2. The amendment adopted is:

The street address of the corporation is changed to:

310 Philfre Ct., Suite 141
Nashville, TN 37217

The mailing address of the Corporation will remain:

P.O. Box 120831
Nashville, TN 37212

3. The amendment was duly adopted at a meeting of the Board of Directors on

May 14, 1987.

4. The amendment is to be effective when these articles are filed by the

Secretary of State.

Dated: May 14, 1987

The Rape and Sexual Abuse Center of Davidson County

By: Wanda H. Webb

Wanda Webb, President

1-11-12 10-4-11

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STATE OF TENNESSEE
1993 AUG 11 PM 2:30

ARTICLES OF AMENDMENT TO THE CHARTER
OF

GENTRY G. BRISCU
SECRETARY OF STATE

THE RAPE AND SEXUAL ABUSE CENTER OF DAVIDSON COUNTY, INC.

Pursuant to the provisions of Section 48-60-105 of the Tennessee Nonprofit Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the corporation is THE RAPE AND SEXUAL ABUSE CENTER OF DAVIDSON COUNTY, INC.
SEP - 7 1994

2. The text of each amendment adopted is:
The principal office of the Corporation shall be located at 56 Lindsley Avenue, Nashville, TN 37210
CERTIFIED COPY
GENTRY G. BRISCU
SECRETARY OF STATE

3. The corporation is a nonprofit corporation.

4. The manner (if not set forth in the amendment) for implementation of any exchange, reclassification, or cancellation of memberships is as follows:

5. The amendment was duly adopted on April 13, 1989 by ~~(the incorporators)~~ (the board of directors without members' approval, as such is not required) ~~(the members)~~.

[NOTE: Please strike the choices which do not apply to this amendment.]

6. Additional approval for the amendment (as permitted by Section 48-60-301 of the Tennessee Nonprofit Corporation Act) was not required.

~~Additional approval for the amendment was required by the charter and was obtained.~~

[NOTE: Please strike the statement which does not apply to this amendment.]

7. If the amendment is not to be effective when these articles are filed by the Secretary of State, the date-time it will be effective is N/A

_____, 19____ (date) _____ (time)

[NOTE: The delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

July 21, 1989

Signature/Date
Secretary

Signer's Capacity

THE RAPE AND SEXUAL ABUSE CENTER OF DAVIDSON COUNTY, INC.

Name of Corporation
Jefferson H. Ockerman

Signature
Jefferson H. Ockerman

Name (typed or printed)

2013 10 1 4 0

2013 11 1 3 2

This Instrument Prepared By:
Patricia A. Montgomery (#016220)
Westlake & Marsden, P.C.
Third National Financial Center
424 Church Street, Suite 1400
Nashville, TN 37219
(615) 726-3400

FILED
DAVIDSON COUNTY
SECRETARY OF STATE

95 APR -7 PM 1:30
DAVIDSON COUNTY
SECRETARY OF STATE
FILED

**ARTICLES OF AMENDMENT TO THE CHARTER
OF
THE RAPE AND SEXUAL ABUSE CENTER OF DAVIDSON COUNTY**

Pursuant to the provisions of Section 48-60-105 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits the following Articles of Amendment to amend its Charter and states as follows:

- 1. The name of the corporation is changed as follows:

THE RAPE AND SEXUAL ABUSE CENTER

- 2. The corporation's Charter is amended to add a new Paragraph 8 to limit the liability of the corporation's directors under certain circumstances allowed by law. The new paragraph shall read as follows:

8. To the extent allowed by the laws of the State of Tennessee, no present or future director of the corporation (or his or her estate, heirs and personal representatives) shall be liable to the corporation for monetary damages for breach of fiduciary duty as a director of the corporation. Any liability of a director (or his or her estate, heirs and personal representatives) must be further eliminated or limited to the fullest extent allowed by the laws of the State of Tennessee, as may hereafter be adopted or amended.

- 3. The corporation's Charter is further amended to add a new Paragraph 9 to provide for the indemnification of, and advancement of expenses to, the corporation's directors and officers under certain circumstances allowed by law. The new paragraph shall read as follows:

1-11-12 10-1-12

RECEIVED
STATE OF TENNESSEE

ARTICLES OF AMENDMENT TO THE CHARTER

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OF

GENTRY CAMPBELL
SECRETARY OF STATE

THE RAPE AND SEXUAL ABUSE CENTER OF DAVIDSON COUNTY, INC.

Pursuant to the provisions of Section 48-60-105 of the Tennessee Nonprofit Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the corporation is THE RAPE AND SEXUAL ABUSE CENTER OF DAVIDSON COUNTY, INC.

SEP - 7 1994

2. The text of each amendment adopted is:

The principal office of the Corporation shall be located at 56 Lindsley Avenue, Nashville, TN 37210

CERTIFIED COPY

SECRETARY OF STATE

3. The corporation is a nonprofit corporation.

4. The manner (if not set forth in the amendment) for implementation of any exchange, reclassification, or cancellation of memberships is as follows:

5. The amendment was duly adopted on April 13, 1989 by ~~(the incorporators)~~ (the board of directors without members' approval, as such is not required) ~~(the members)~~.

[NOTE: Please strike the choices which do not apply to this amendment.]

6. Additional approval for the amendment (as permitted by Section 48-60-301 of the Tennessee Nonprofit Corporation Act) was not required.

~~Additional approval for the amendment was required by the charter and was obtained.~~

[NOTE: Please strike the statement which does not apply to this amendment.]

7. If the amendment is not to be effective when these articles are filed by the Secretary of State, the date/time it will be effective is

N/A

_____, 19____ (date) _____ (time)

[NOTE: The delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

July 21, 1989

Signature Date

Secretary

Signer's Capacity

THE RAPE AND SEXUAL ABUSE CENTER OF DAVIDSON COUNTY, INC.

Name of Corporation

Jefferson H. Ockerman

Signature

Jefferson H. Ockerman

Name (typed or printed)

**ARTICLES OF AMENDMENT
OF
RAPE & SEXUAL ABUSE CENTER**

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STATE OF TENNESSEE
2008 JUL 10 PM 3:51

To the Secretary of State of the State of Tennessee:

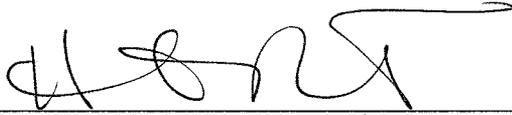
RILEY DARNELL
SECRETARY OF STATE

Pursuant to the provisions of Section 48-60-105 of the Tennessee Nonprofit Corporation Act (the "Act"), the undersigned corporation submits these Articles of Amendment to its Charter as follows:

1. The name of the corporation is: Rape & Sexual Abuse Center.
2. Section 1 of the Charter is hereby amended and restated in its entirety to read as follows: "The name of the corporation is **Sexual Assault Center** (the "Company")."
3. This Amendment was duly adopted by the Board of Directors the Company on June 18, 2008. The Company does not have members at this time.
4. Additional approval of the amendment to the Charter as permitted by Section 48-60-301 of the Act was not required.
5. This Amendment, which will constitute an amendment to the Charter, is to be effective when filed with the Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this 30th day of June, 2008.

RAPE & SEXUAL ABUSE CENTER

By: 
 Name: Hunter Rost
 Title: Chairman

6345-1178

JUL 14 2008

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 07/10/08
REQUEST NUMBER: 6345-1178
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 07/10/08 1551
EFFECTIVE DATE/TIME: 07/10/08 1630
CONTROL NUMBER: 0059290

TO:
WALLER LANSDEN DORTCH & DAVIS LLP
511 UNION ST
STE 2700
NASHVILLE, TN 37219-8966

RE:
SEXUAL ASSAULT CENTER
ARTICLES OF AMENDMENT TO THE CHARTER

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED DOCUMENT WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: ARTICLES OF AMENDMENT TO THE CHARTER

ON DATE: 07/10/08

FROM:
WALLER LANSDEN DORTCH & DAVIS (511 UNION
511 UNION ST/#2700
PO BOX 198966
NASHVILLE, TN 37219-8966

RECEIVED: FEES \$20.00 \$0.00
TOTAL PAYMENT RECEIVED: \$20.00

RECEIPT NUMBER: 00004450682
ACCOUNT NUMBER: 00000832



SS-4458

RILEY C. DARNELL
SECRETARY OF STATE

**AMENDED AND RESTATED
BYLAWS
OF
THE SEXUAL ASSAULT CENTER**

These Amended and Restated Bylaws of The Sexual Assault Center (the “Corporation”) shall amend and restate the Bylaws of the Corporation as previously adopted on March 23, 1995 and shall regulate the affairs of the Corporation, subject to the provisions of the Corporation’s Charter and any applicable provisions of the Tennessee Nonprofit Corporation Act, Section 48-51-101 *et seq.*, Tennessee Code Annotated (the “Act”).

**SECTION 1
OFFICES AND REGISTERED AGENT**

Section 1.01. Registered Office. The Corporation must designate and continuously maintain a registered office in the State of Tennessee.

Section 1.02. Other Offices. The Corporation may also have other offices, including its principal office, within and without the State of Tennessee at such places as the Board of Directors may from time to time determine.

Section 1.03. Registered Agent. The Corporation must designate and continuously maintain a registered agent in the State of Tennessee at its registered office.

**SECTION 2
BOARD OF DIRECTORS**

Section 2.01. General Powers and Qualifications. All corporate powers of the Corporation must be exercised by and under the authority of, and the affairs of the Corporation must be managed under the direction of, the Board of Directors. All Directors must be natural persons and must be at least eighteen (18) years of age.

Section 2.02. Number of Directors. The Board of Directors must be comprised of not more than forty (40) Director(s) and not fewer than three (3) Directors. The number of Directors shall be fixed from time to time by the Board of Directors

Section 2.03. Election. Directors must be elected by the Board of Directors at the last regular meeting of the Board each year.

Section 2.04. Tenure. Directors are generally elected for a three (3)-year term beginning July of the year of election, although the Board, in its discretion, may elect a director for a term of less than 3 years. No Board member will serve more than two (2) full three-year terms in succession or serve for more than six (6) years in succession.

Section 2.05. Vacancy. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors or a vacancy resulting from the death, resignation or removal of a Director with or without cause:

(a) The Board of Directors may fill the vacancy at the next regularly scheduled meeting of the Board of Directors; or

(b) If the Directors remaining in office somehow constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all Directors remaining in office.

Section 2.06. Removal of Director Without Cause. The Board of Directors may remove any Director without cause by the affirmative vote for such removal of two-thirds (2/3) of the Directors then in office. Written notice of such removal shall be delivered to the Chair of the Board and either the Vice Chair or the Corporation's President or Secretary. Such removal is effective when the notice is effective unless the notice specifies a future effective date.

Section 2.07. Indemnification. The Corporation shall indemnify an individual who is a party to a proceeding because such individual is or was a Director of the Corporation against any liability incurred in the proceeding and, prior to the disposition thereof, advance the reasonable expenses incurred by such individual to the fullest extent permitted under Sections 48-58-502 and 48-58-504 of the Act and by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended. The determination of entitlement to indemnification and advancement of expenses shall be made in accordance with Section 48-58-506 of the Act.

Section 2.08. Immunity. Any individual who is or was a Director of the Corporation shall be immune from suit arising from the conduct of the affairs of the Corporation, to the fullest extent permitted by Section 48-58-601 of the Act and by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

SECTION 3 MEETINGS OF THE BOARD OF DIRECTORS

Section 3.01. Regular Meetings. Regular meetings of the Board of Directors must be held at least once per quarter.

Section 3.02. Special Meetings. Special meetings of the Board of Directors may be called by the Chair of the Board, by the President and any two (2) Directors or by any five (5) Directors.

Section 3.03. Notice of Meetings. Except as otherwise provided by these Bylaws, the notice requirements for meetings are as follows:

(a) Regular meetings of the Board of Directors may be held with not less than seven (7) days' notice.

(b) Special meetings of the Board of Directors must be preceded by at least two (2) days' notice to each Director of the date, time and place of such special meeting. The notice may, but need not unless otherwise required by these Bylaws, specify the purpose of the special meeting. If the notice specifies the purpose of the meeting, no other business may be transacted.

(c) Notwithstanding paragraphs (a) and (b) of this Section 3.03, any action by the Board of Directors to remove a Director or fill a vacancy on the Board must be preceded by at least seven (7) days' written notice to each Director that the matter will be voted upon at a therein specified meeting of the Board of Directors, unless such notice is waived pursuant to Section 3.04 or Section 8.04 below.

(d) Notice of any adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed two (2) months in any one (1) adjournment.

Section 3.04. Waiver of Notice of Meeting. If a Director attends or participates in a meeting, he or she waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.05. Quorum and Voting. A quorum of the Board of Directors consists of not less than one-third (1/3) (but no fewer than, two (2)) of the Directors then in office before a meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board of Directors, except as otherwise provided in these Bylaws.

Section 3.06. Meeting by Telephone. Any or all Directors may participate in a regular or special meeting by conference telephone or any other means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 3.07. Action Without Meeting. Upon notice from the Chair of the Board, action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without such a meeting if a majority of the Directors consent to taking such action without a meeting. If a majority of the Directors so consent, the affirmative vote of the number of Directors that would be necessary to authorize or take such action at a meeting shall be the act of the Board, except as otherwise provided in these Bylaws. Such consent(s) must describe the action taken, be in writing, be signed by each Director entitled to vote, indicate each signing Director's vote or abstention on the action, and be delivered to the Secretary of the Corporation and included in the minutes filed with the corporate records.

SECTION 4 OFFICERS

Section 4.01. Required Officers. The officers of the Corporation who are also officers of the Board of Directors are a Chair of the Board of Directors, a Vice Chair of the Board of Directors, a President, a Secretary, a Treasurer and such other officers as may from time to time be elected or appointed by the Board of Directors, including one or more Vice Presidents. The President shall not be a member of the Board of Directors and shall not be entitled to vote on matters before the Board. All officers must be natural persons and must be at least eighteen (18) years of age.

Section 4.02. Election. Each year at the last regular meeting of the Board of Directors, the Board must elect the officers of the Corporation by a majority vote of those Directors present, provided a quorum exists.

Section 4.03. Term of Office. The officers of the Corporation must hold office for one (1) year commencing on July 1, or until their successors are chosen and qualify in their stead, subject, however, to the right and authority of the Board of Directors to remove any officer at any time with or without cause.

Section 4.04. Powers and Duties of Officers. The powers and duties of the officers of the Corporation must be as follows:

(a) Chair – The Chair of the Board of Directors shall (i) be chosen from among the members of the Board of Directors, (ii) be primarily responsible for the general management of the business and affairs of the Corporation and for implementing the policies of the Board of Directors, (iii) preside at all business meetings of the Board of Directors and (iv) perform all duties incident to the office of Chair and such other duties as may be prescribed by the Board of Directors from time to time. She/he may appoint other presiding officers for meetings except that, unless otherwise decided by the Chair and Vice Chair, the Vice Chair must chair all meetings in the absence of the Chair.

(b) Vice Chair – The Vice Chair of the Board of Directors must have all the powers and perform all the duties of the Chair in his/her absence, including presiding at meetings, except that, in consultation with the Chair, she/he can appoint another Board member to preside at a meeting in her/his or the Chair's absence. The Vice Chair must be subject to all restrictions of the office of the Chair.

(c) President – The President must be responsible for providing advice and assistance to the Board of Directors, the Executive Committee and the Chair of the Board. She/he must be responsible for administering the total operation of the Corporation. The President must have the authority to employ and release all employed staff in accordance with policies adopted by the Board of Directors. The President may not commit the Corporation to leases for a term in excess of one (1) year nor financial obligations in excess of the amounts as may be established by the Board of Directors from time to time. The President must be hired by the Board of Directors and must serve as an officer of the Board of Directors without a vote.

(d) Treasurer – The Treasurer shall be appointed by the Board of Directors from among the members of the Board of Directors and shall serve as chair of the Finance Committee or other committee of the Board having responsibility for the financial affairs of the Corporation.

(e) Secretary – The Secretary shall (i) ensure that the minutes of the meetings of the Board of Directors accurately reflect business conducted at such meetings, (ii) ensure that all notices required to be given by this document are given in accordance with the provisions of this document, and (iii) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Chair or the Board of Directors.

(f) Vice Presidents – The Board of Directors may appoint one or more Vice Presidents from time to time who shall perform such duties as may be assigned by the Board of Directors, the Chair and/or the President.

(g) Authority to Bind Corporation. The Chair, the Vice Chair, the Secretary or the Treasurer shall, with the President or any other proper officer of the Corporation so authorized by the Board of Directors, have authority to sign agreements for a term greater than one (1) year and other documents or instruments that commit the Corporation to financial obligations in excess of the amounts as may be established by the Board of Directors from time to time.

Section 4.05. Removal. The Board of Directors may remove any officer at any time with or without cause.

Section 4.06. Vacancies. Any vacancies occurring in the offices of the Chair, Vice Chair, President, Secretary or Treasurer must be filled by the Board of Directors as soon as practicable. Vacancies in other offices may be filled at the discretion of the Board of Directors.

Section 4.07. Delegation of Powers and Duties. The officers, with the express prior approval of the Executive Committee of the Board of Directors, may delegate the duties set forth above as necessary to facilitate the efficient daily operation of the Corporation.

Section 4.08. Indemnification. The Corporation shall indemnify an individual who is a party to a proceeding because such individual is or was an officer of the Corporation against any liability incurred in the proceeding and, prior to the disposition thereof, advance the reasonable expenses incurred by such individual to the fullest extent permitted under Section 48-58-507 of the Act and by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended. The determination of entitlement to indemnification and advancement of expenses shall be made in accordance with Section 48-58-506 and 507 of the Act.

SECTION 5 EXECUTIVE COMMITTEE

The Executive Committee consists of the Chair of the Board of Directors, the Vice Chair of the Board, the Secretary, the Treasurer and not more than three (3) additional members of the Board of Directors as elected by the Board. In addition, at the invitation of the Chair of the Board of Directors, the immediate past Chair of the Board of Directors may serve as an ex-officio member of the Executive Committee for the year following the expiration of his or her term of office as Chair. The Executive Committee may hold meetings for any action it deems necessary and advisable in the interim between regular meetings of the Board of Directors. The Executive Committee shall have all powers of the Board except that it may not reverse any action of the Board or approve any expenditure in excess of amounts as may be established by the Board of Directors from time to time. In addition, the Board of Directors may, from time to time, establish limits to the authority of the Executive Committee to bind the Corporation to other obligations. A quorum for purposes of meetings of the Executive Committee consists of at least one-third (1/3) (but no fewer than 2) of the members of the Executive Committee.

SECTION 6 STANDING COMMITTEES

There will be such standing committees of the Board as are necessary. The chairs of all standing committees must be members of the Board. Chairs of standing committees are appointed by the Chair of the Board of Directors and approved by the Board. The chair of each standing committee shall hold office until the effective date of the appointment of his or her successor, if any, at the last regular meeting of the Board of Directors each year or until his or her earlier resignation or removal.

The chair of each standing committee shall recommend persons, who may but need not be current members of the Board of Directors, to serve on his or her committee and such persons shall be appointed and approved by the Chair of the Board of Directors. The President, in his or her discretion, may appoint an employee on the Corporation's staff to serve as a member of any standing committee. Members of each standing committee shall hold office until the effective date of the appointment of his or her successor, if any, by the Chair of the Board of Directors or until his or her earlier resignation or removal.

SECTION 7 RECORDS AND REPORTS

Section 7.01 Corporate Records. The Corporation must keep as permanent records minutes of all meetings of its Board of Directors, a record of all actions taken by the Board of Directors without a meeting, and appropriate accounting records.

Section 7.02. Records at Principal Office. The Corporation must keep at all times a copy of the following records at its principal office:

- (a) Its Charter and all amendments and restatements thereof;
- (b) These Bylaws and all amendments and restatements thereof;
- (c) A list of the names and business or home addresses of its current Directors and officers; and
- (d) The most recent annual report delivered to the Tennessee Secretary of State.

Section 7.03. Annual Financial Statements. The Corporation must prepare annual financial statements that include a balance sheet as of the end of the fiscal year, an income and expense statement for that year, and such other information necessary to comply with the requirements of the applicable provisions of the Tennessee Nonprofit Corporation Act.

SECTIONS 8 MISCELLANEOUS PROVISIONS

Section 8.01. Fiscal Year. The fiscal year of the Corporation must be fixed by resolution of the Board of Directors.

Section 8.02. No Seal. The Corporation shall have no seal.

Section 8.03. Notices. Whenever notice is required to be given to Directors or officers, unless otherwise provided by law, the Charter or these Bylaws, such notice may be given in person, or by telephone, telefax, telegraph, teletype, electronic mail or other form of wire or wireless communication, or by mail or private carrier. If such notice is given by mail, it must be sent postage prepaid by first class United States mail or by certified United States mail, return receipt requested, and addressed to the respective address that appears for each such person on the books of the Corporation. Written notice must be deemed to have been given at the earliest of the following:

(a) When received;

(b) Upon deposit in the United States mail if sent first class, postage prepaid;

or

(c) On the date on the return receipt, if sent by registered or certified United States mail, return receipt requested, postage prepaid and the receipt is signed by or on behalf of the addressee.

Section 8.04. Waiver of Notice. Whenever any notice is required to be given under the provisions of any statute, or of the Charter or these Bylaws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the date stated thereon, and delivered to the Secretary of the Corporation and included in the minutes or corporate records, must be deemed equivalent thereto.

Section 8.05. Negotiable Instruments. All checks, drafts, notes or other obligations of the Corporation may be signed by such of the officers of the Corporation, or by such other person(s), as may be authorized by the Board of Directors.

Section 8.06. Deposits. The monies of the Corporation may be deposited in the name of the Corporation in such bank(s) or financial institution(s) as the Board of Directors designates from time to time and may be drawn out by check signed by the officer(s) or person(s) designated by resolution adopted by the Board of Directors.

Section 8.07. Advisory Boards. The Board, in its discretion, may establish one or more advisory or honorary boards or committees as the Board deems necessary or appropriate to assist the Board and the officers of the Corporation. Such boards or committees shall be advisory in nature and may have such other duties and authority as the Board shall determine to be in the best interests of the Corporation, although the Board may not delegate to any such board or committee the Board's responsibilities for the direction and oversight of the management of the affairs of the Corporation. The members of such advisory or honorary boards or committees shall be selected by the Chair of the Board of Directors and/or by the Board of Directors.

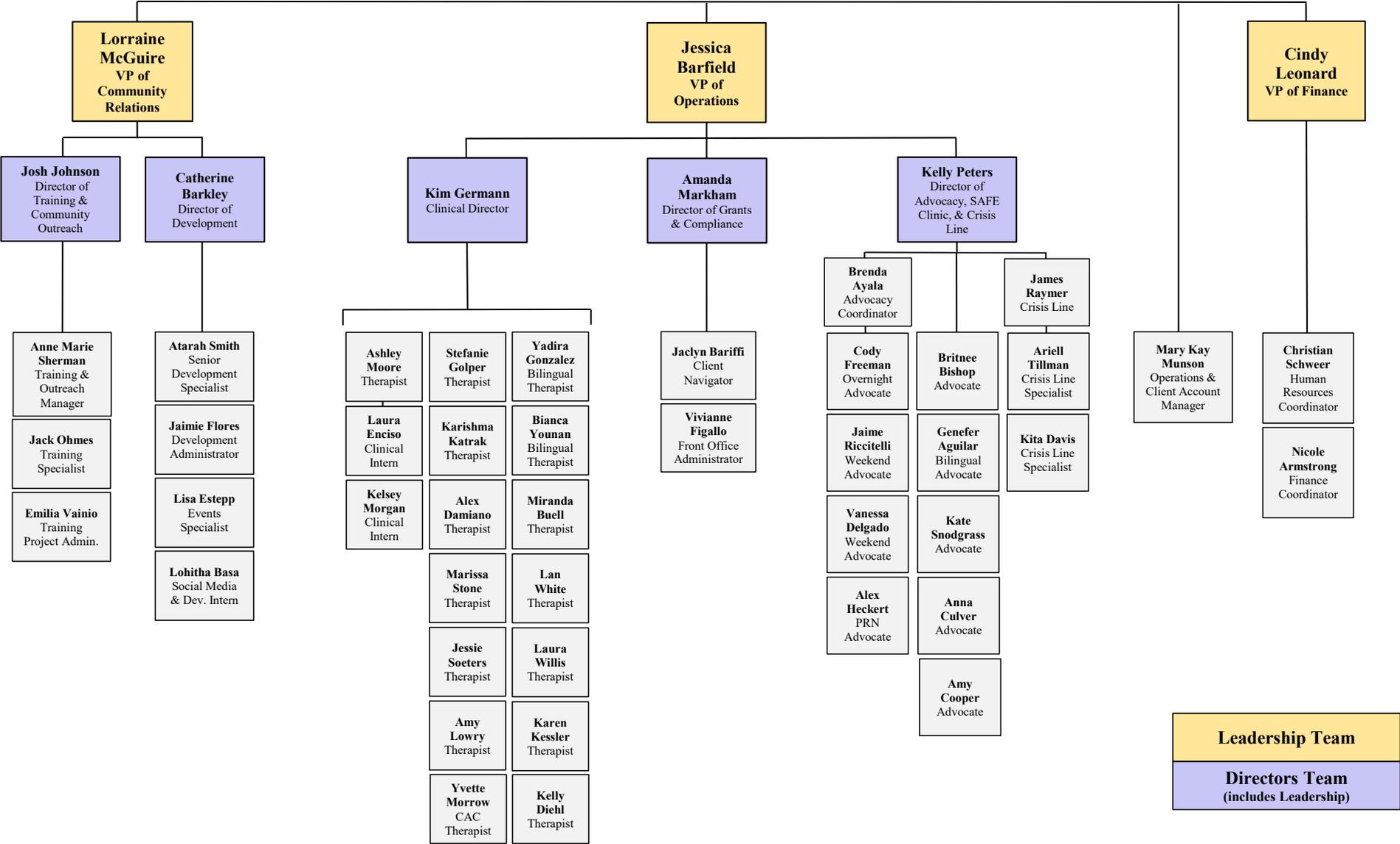
SECTION 9 AMENDMENT OF BYLAWS

Section 9.01. By Board of Directors. By a majority vote of the Directors then in office, the Board of Directors may amend these Bylaws at any regular or special meeting of the Board of Directors where a quorum is present, provided that such meeting is preceded by at least

two (2) days' notice to each Director of the date, time and place of the meeting. The notice must also state that the purpose, or one (1) of the purposes, of the meeting is to consider a proposed amendment to the Bylaws, and must contain or be accompanied by a copy or summary of the proposed amendment or state the general nature thereof. These Bylaws may also be amended by the Directors without a meeting in the same manner as provided therefor herein, except that such action to amend must be by a majority vote of the Directors then in office.



RACHEL FREEMAN
President & CEO



**THE YWCA OF
NASHVILLE & MIDDLE TENNESSEE**

Grant contract between the Metropolitan Government of Nashville and Davidson County and The YWCA of Nashville & Middle Tennessee, Contract # _____

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

This Grant Contract issued and entered into pursuant to Substitute BL 2025-833, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and The YWCA of Nashville & Middle Tennessee, ("Recipient"), is for the enhancement of The YWCA of Nashville & Middle Tennessee's capacity to provide life-saving crisis response and supportive services to high-risk IPV victims and survivor-defendants in Nashville-Davidson County further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

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

1. Enhance capacity to respond to the anticipated increase in high-risk LAP calls on YWCA Nashville's 24-hour Crisis & Support Helpline.
 - a. Support the staffing of the 24-hour Crisis & Support Helpline, ensuring YWCA advocates can effectively manage the expected increase in calls due to MNPd's updated LAP prioritizing strangulation.
2. Sustain and support the provision of comprehensive services (therapy and case management) for survivor-defendants through the Survivors First diversion program.
 - a. Provide essential wrap-around services for survivor-defendants, including therapy and case management.

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 and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing upon contract **July 1, 2025, and ending on June 30, 2026**. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **ten thousand dollars (\$10,000)**. The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and The YWCA of Nashville & Middle Tennessee, Contract # _____

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

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

Recipient must send all invoices to Sean McGuire seanpmcguire@jnsnashville.gov.

Final invoices for the contract period should be received by Sean McGuire by August 15, 2026, Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro's Office of Family Safety Sean McGuire @ seanpmcguire@jnsnashville.gov) within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.

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- 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.3.1 **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.3.2. Termination—Notice. Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.3.2.a. The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- D.3.2.b. Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.3.3. Termination –Funding. The 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 the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant 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.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed

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independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

D.9. **Reporting.** The Recipient must submit an Interim Report by no later than **January 31, 2026**. A Final Program Report is to be received by the Office of Family Safety within 45 [forty-five] days (**August 15, 2026**) of the end of the Grant Contract. Said reports shall detail the Recipient's progress on each of the core metrics identified in the grant solicitation and any program specific and/or outcome measure identified in the Recipient's Grant Spending Plan as funded under this Grant Contract.

Additional metrics may be requested over the course of this cycle. Program Reports must be submitted to LaToya Townsend at OFS Finance and Grants OFSFinanceGrants@jnsnashville.gov.

D.10. **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.11. **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.11.1 General Liability Insurance

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

D.11.2 Automobile Liability Insurance

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

D.11.3 Sexual Molestation and Abuse Insurance

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

D.11.4 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 Recipient 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, Recipient'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 Recipient's insurance and shall not contribute with it.

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D.11.5

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

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

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.

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 Recipient 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.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **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. 14. **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.

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(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.15. **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.16. **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.17. **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.18. **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.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.20. **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. 21. **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.22. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and The YWCA of Nashville & Middle Tennessee, Contract # _____

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.23. **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:
LaToya Townsend
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5159 phone

Latoyatownsend@jnsnashville.gov
ofsfinancegrants@jnsnashville.gov

For enquiries regarding invoices:
Sean McGuire
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5072

seanpmcguire@jnsnashville.gov
ofsfinancegrants@jnsnashville.gov

Recipient

Ms. Sharon K Roberson, President & CEO
YWCA of Nashville & Middle Tennessee
1608 Woodmont Blvd
Nashville, Tennessee 37215

- D.24. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and The YWCA of Nashville & Middle Tennessee, Contract # _____

contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

- D.25. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-1-1 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D. 26 **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.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

Grant contract between the Metropolitan Government of Nashville and Davidson County and The YWCA of Nashville & Middle Tennessee, Contract # _____

**RECIPIENT: THE YWCA OF NASHVILLE
& MIDDLE TENNESSEE**

By: Sharon K. Wehner

Title: President & CEO

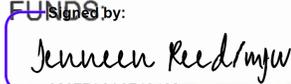
Grant contract between the Metropolitan Government of Nashville and Davidson County and The YWCA of Nashville & Middle Tennessee, Contract # _____

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

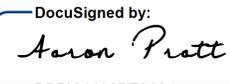


Department Head- Office of Family Safety

APPROVED AS TO AVAILABILITY OF FUNDS

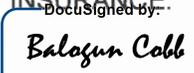
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Director of Finance

DocuSigned by:


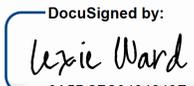
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Office of Management and Budget

APPROVED AS TO RISK AND INSURANCE:

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Director of Insurance

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:


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Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY GRANT SPENDING PLAN

RECIPIENT NAME:	YWCA Nashville & Middle TN
------------------------	----------------------------

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 07/01/25 through 06/30/26				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$9,100.00		\$9,100.00
	Benefits and Taxes [10%]	\$900.00		\$900.00
	Professional Fees			\$0.00
	Supplies			\$0.00
	Communications			\$0.00
	Postage and Shipping			\$0.00
	Occupancy			\$0.00
	Equipment Rental and Maintenance			\$0.00
	Printing and Publications			\$0.00
	Travel/ Conferences and Meetings			\$0.00
	Insurance			\$0.00
	Specific Assistance to Individuals			\$0.00
	Other Non-Personnel			\$0.00
	GRAND TOTAL	\$10,000.00	\$0.00	\$10,000.00

John Cooper
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE
700 2ND AVENUE SOUTH, SUITE 201
NASHVILLE, TENNESSEE 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Direct Appropriation
Certifications of Assurance**

Recipient Name YWCA Nashville & Middle Tennessee

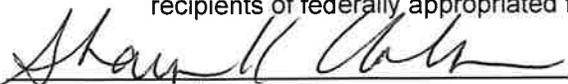
As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall 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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.



Signature of Authorized Representative
Name: Sharon K. Roberson
Title: President & CEO
Agency Name: YWCA Nashville & Middle TN
Date: 7/9/2025



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement**

Recipient Name: YWCA Nashville & Middle Tennessee

July 9, 2025

As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: [Non-Profit Grant Resources](#)
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

A handwritten signature in cursive script, appearing to read "Sharon K. Roberson", written over a horizontal line.

Signature of Authorized Representative

Name: Sharon K. Roberson

Title: President & CEO

Agency Name: YWCA Nashville & Middle TN

Date: 7/9/2025

View results

Respondent

9

Anonymous

1287:48

Time to complete

1. Agency/ Organization Name *

YWCA Nashville & Middle Tennessee

2. Project Name *

YWCA Nashville's Crisis Response and Survivor Support Enhancement

3. Funding Amount Requested *

10000

The value must be a number

4. Programmatic Point of Contact Name *

Tamara Ambar

5. Programmatic Point of Contact Email Address & Phone Number *

tamara.ambar@ywcانashville.com, 615-983-5109

6. Fiscal Point of Contact Name *

Latrina Adams

7. Fiscal Point of Contact Email Address & Phone Number *

latrina.adams@ywcانashville.com, 615-983-5138

8. Type of Proposed Service *

- Advocacy
- BIP Pilot (OFS Approved model)
- Court Watch
- Establishing or expanding upon a citywide interpersonal violence survivor voices committee and speakers bureau
- Legal Assistance
- Outreach/Marketing
- Transitional Housing
- Therapy
- Other (special one-time project)

9. Interpersonal Violence Focus (Please mark all that apply) *

- Domestic/Dating Violence
- Vulnerable Adult/Elder Abuse
- Sexual Assault
- Child Abuse
- Human Trafficking
- Stalking

10. **Proposal Abstract:** The Proposal Abstract must provide a summary of the proposed project, including the purpose of the project (including goal and intended outcome), primary activities for which funds are requested, who will benefit (including geographic area to be served), products and deliverables, and how the applicant will measure progress in completing project goals and objectives. Please do not summarize past accomplishments in this section. Briefly describe your agency's experience addressing interpersonal violence. Describe the skills/experience needed for the proposed project. *

This project seeks \$10,000 in Community Partnership Funds to enhance YWCA Nashville & Middle Tennessee's capacity to provide critical crisis intervention and supportive services to victims of interpersonal violence in Davidson County. The project's purpose is to provide supplemental support for two key YWCA initiatives: 1) responding to increased calls on the 24-hour Crisis & Support Helpline resulting from Metro Nashville Police Department's (MNP) updated Lethality Assessment Protocol (LAP) prioritizing strangulation, and 2) providing comprehensive wrap-around services through the innovative, new Survivors First diversion program for victim-defendants. Clients will come from Metro Nashville / Davidson County. The primary goals of these two initiatives are to: improve safety and well-being for high-risk victims identified via LAP, and to divert eligible survivor-defendants from the criminal justice system into needed community-based services. Primary activities for which funds are requested include supporting staffing for the Crisis & Support Helpline handling LAP calls and providing therapy and case management for Survivors First participants. Nashville and Davidson County residents who are victims of intimate partner violence, particularly those identified as high-risk or who are involved in the criminal justice system due to their victimization, will benefit. Products and deliverables include maintaining or increasing response capacity for crisis calls and providing essential services to a vulnerable population through Survivors First. Progress will be measured by tracking the volume of LAP calls received, the number of clients served by the Survivors First program, and related outcomes such as safety plans created and therapy/case management provided in connection to these two initiatives. YWCA Nashville & Middle Tennessee has extensive experience addressing interpersonal violence, operating a domestic violence shelter, a 24-hour Crisis & Support Helpline, and collaborating with Metro agencies like OFS and MNP on initiatives like the LAP and the Family Safety Centers. We have established programs and experienced staff to manage these services effectively.

11. Briefly describe the primary (overarching) goal of your project. Describe why the proposed project is essential for victims of interpersonal violence. *

The primary goal of this project is to enhance YWCA Nashville's capacity to provide life-saving crisis response and supportive services to high-risk IPV victims and survivor-defendants in Nashville-Davidson County. This project is essential for victims of interpersonal violence because it addresses critical points of intervention: immediate crisis response for those at highest risk of homicide via the LAP, and comprehensive support for victims who are uniquely marginalized by also being charged with crimes related to their abuse via the Survivors First diversion program. While Nashville has made significant progress in IPV response, the demand for services is increasing due to population growth and rising IPV rates. The problem is that funding is often insufficient to meet these needs. Supporting YWCA Nashville's efforts at these crucial interventions directly contributes to increasing victim safety, decreasing service gaps, and diverting victims from further system involvement – all of which align with the overall goals of the OFS CPF.

12. List each project goal and the specific activities this project will fund to accomplish each goal. Include an estimate for the number of unique clients to be served by the project. Describe the proposal's ability to meet Nashville community needs not already met by OFS and its Family Safety Centers. *

Project Goal 1: Enhance capacity to respond to the anticipated increase in high-risk LAP calls on YWCA Nashville's 24-hour Crisis & Support Helpline.
■ Activities: The \$10,000 would provide supplemental support towards the costs associated with staffing the 24-hour Crisis & Support Helpline, ensuring YWCA advocates can effectively manage the expected increase in calls triggered by MNPD's updated LAP prioritizing strangulation.
■ Unique Clients Served (Estimate):
1. In FY 24 YWCA's Crisis & Support Helpline handled 3,981 Crisis Calls with 2,931 of these categorized as LAP calls (74%)
2. In FY 23, YWCA's Crisis & Support Helpline handled 4,293 Crisis Calls with 2,735 of these categorized as LAP calls (64%)
3. With the LAP update expected to result in a "greater number of LAP calls", this funding helps maintain our capacity to serve thousands of high-risk intimate partner violence victims identified by MNPD officers on-the-scene through this direct, life-saving intervention.

Project Goal 2: Sustain and support the provision of comprehensive services (therapy and case management) for survivor-defendants through the Survivors First diversion program.
■ Activities: The funding would contribute to the costs of providing essential wrap-around services for survivor-defendants, including therapy and case management. These services are vital for helping participants overcome the trauma of abuse and navigate the diversion process successfully.
■ Unique Clients Served (Estimate): Since its start in June 2024, over 40 cases had been diverted to YWCA as of November 2024. The program is expected to grow in FY2025-26. This funding will support YWCA's services for these diverted individuals, who might otherwise remain in the criminal justice system.

Ability to Meet Nashville Community Needs Not Already Met by OFS and its Family Safety Centers: The OFS and Family Safety Centers (FSC/JCAC) provide crucial co-located services and advocacy. However, YWCA Nashville provides specific, critical services that fill distinct gaps. The 24/7 Crisis & Support Helpline with direct connection via the LAP is a unique resource that provides immediate, on-the-scene safety planning and support, which is essential for high-risk victims directly following a domestic violence incident. The Survivors First program addresses a gap for victims who become entangled in the criminal justice system due to their abuse, providing a non-carceral path to healing and support. OFS and the FSCs coordinate services, but YWCA Nashville delivers these particular crisis and diversion program components that meet needs not otherwise provided to this unique population of domestic violence survivors.

13. Describe how the agency/organization will quantify and measure this project's success in improving public safety and the well-being of the target population. List success metrics for the project including but not limited to the number of clients served. *

The project's success in improving public safety and the well-being of the target population will be quantified and measured using programmatic data. Success metrics will include, but not be limited to:

- Number of LAP calls received and responded to by YWCA Nashville's 24-hour Crisis & Support Helpline.
- Number of safety plans created with callers on the 24-hour Crisis & Support Helpline.
- Number of unique clients enrolled in the Survivors First diversion program.
- Number of therapy sessions provided to Survivors First program participants.
- Number of case management sessions provided to Survivors First program participants.
- Achievement of documented client-defined outcomes for Survivors First program participants (e.g., increased safety, accessing housing/resources).

14. **Eligibility Criteria:** Describe the safeguards this project will have to ensure that the funds awarded benefit Nashville and Davidson County residents only. *

YWCA Nashville & Middle Tennessee's services are primarily focused on serving residents of Nashville and Davidson County. Safeguards to ensure funds benefit only Nashville and Davidson County residents include established intake procedures that confirm client residency for ongoing services and case management. Crisis calls are responded to regardless of location, but ongoing services and program enrollment (like Survivors First) are provided to local residents in Metro Nashville/Davidson County.

15. Describe how this project will reach underserved and marginalized Nashville & Davidson County residents including LEP individuals. *

YWCA Nashville is committed to reaching underserved and marginalized Nashville and Davidson County residents. The Survivors First diversion program specifically targets a marginalized population: victims of abuse who have been accused of domestic violence-related misdemeanors. This group faces unique barriers to services and justice. YWCA provides services that are accessible regardless of income and offers supportive services to address barriers like lack of transportation or knowledge of resources. YWCA also utilizes translation services and provides bilingual support to serve individuals with Limited English Proficiency (LEP), addressing the ongoing need to expand services for non-English speaking victims. YWCA Nashville's work is rooted in supporting vulnerable populations fleeing violence.

16. Describe the impact on the target population if the requested funds are not awarded. *

If the requested funds are not awarded, YWCA Nashville's ability to fully absorb the anticipated increase in high-risk LAP calls may be hindered, leading to longer wait times for crisis intervention and/or reduced staffing capacity for in-depth safety planning at a critical moment for victims identified by MNPD on-scene. In addition, survivor-defendants referred to us through the Survivors First diversion program - which currently lacks community funding - may not receive the comprehensive therapy and supportive services these individuals need and deserve, which could result in their return to the criminal justice system where they face punitive outcomes and re-victimization rather than trauma-informed care. Given that funding cuts are already impacting service providers' ability to meet increasing needs, the lack of this supplemental funding would hinder essential safety efforts for highly vulnerable populations in Nashville.

17. Describe the agency's/organization's collaborative history with the Metro Office of Family Safety (including the FSC or JCAC). Please describe any prioritization of high-risk Family Safety Center clients. *

YWCA Nashville & Middle Tennessee has a strong, active collaborative history with the Metro Office of Family Safety (OFS) and its Family Safety Centers (FSC/JCAC). YWCA is an IPV Taskforce Co-Chair and has partners co-located at the FSC. We are a key partner in the Lethality Assessment Program (LAP) alongside OFS and MNPD, receiving direct crisis calls from officers identifying high-risk victims. YWCA Nashville advocates also participate in meetings related to high-risk probationers and we collaborate with the DA's Office on the innovative, new Survivors First diversion program. In addition, we provide mandated domestic violence training for Metro employees and in August of 2021, we opened Abbie's Safe Home to shelter pets of DV victims accessing the YWCA Nashville shelter (Weaver Domestic Violence Center). Our collaboration includes prioritizing high-risk Family Safety Center clients through our LAP response and participation in high-risk case discussions.

18. Explain how the agency will successfully monitor the project's operations, outcomes, and budget. Include the name and position of the person(s) responsible for monitoring and oversight. *

YWCA Nashville has established systems for monitoring project operations, outcomes, and budget. Programmatic staff track service delivery (e.g., calls, client enrollment, sessions provided) and key outcomes. Fiscal staff oversee budget adherence, tracking expenditures by category as outlined in the budget justification. Monitoring will involve regular review of this data by program management and the agency's leadership team.

○ Person(s) Responsible for Monitoring and Oversight: President and CEO, Sharon K. Roberson: sharonkroberson@ywcannashville.com

19. Describe the agency's/organization's experience in programmatic and fiscal management in the specific area of work proposed. *

YWCA Nashville & Middle Tennessee has extensive experience in the programmatic and fiscal management of services for interpersonal violence victims. We have operated a domestic violence shelter and crisis line for several decades. Our staff are experienced in crisis intervention, safety planning, therapy and case management. We have successfully implemented and managed specialized programs like the direct LAP hotline connection and the innovative, new Survivors First diversion program. Fiscal management experience includes receiving and managing public funding, such as Direct Appropriations from Metro Government. Our organization has established financial controls and reporting processes to ensure compliance with funding requirements, as evidenced by our budget documentation and history of managing significant program operations.

20. **Fiscal Compliance:** Describe how the agency/organization will ensure funds are used in accordance with the approved proposal. If the applicant receives any other Metro Funding, describe how (if at all) these funds will be used differently. Describe agency's/organization's plan for timely invoicing. Describe your plan for timely fiscal reporting. *

YWCA Nashville will ensure funds are used in accordance with the approved proposal and Metro requirements. Funds awarded under this grant will be tracked separately from other funding sources, including Metro Direct Appropriations, and used specifically for the costs associated with enhancing capacity for LAP crisis response and service provision to participants in the Survivors First diversion program, as justified in the budget section. This specificity ensures these funds supplement, rather than supplant, existing direct allocation. Our plan for timely invoicing and fiscal reporting involves submitting required documentation to OFS according to their prescribed schedule, leveraging our established internal accounting procedures used for all grant funding.

21. Please provide the budget justification for the budget attachment sent with the solicitation. Please remember that funds cannot be used for printing and mailing agency materials unless they are provided to clients served under this grant and/or specified in the contract. *

The requested \$10,000 represents critical supplemental funding to support two high-priority initiatives identified in this proposal. This amount will contribute to the personnel costs associated with delivering crisis response and direct services. Specifically, it will enhance YWCA's capacity to handle the anticipated increase in LAP calls due to MNPD's updated protocol prioritizing strangulation, ensuring that high-risk victims receive immediate safety and support. Funding will also help sustain the provision of vital therapy and case management services for participants in the Survivors First diversion program, addressing the unique needs of survivor-defendants. Service providers face funding challenges amidst increasing demand, and this targeted funding will directly support essential staffing required to maintain timely and effective interventions at these critical points in the IPV response system. While YWCA's overall budget for these types of services is substantial, this \$10,000 would provide valuable support to ensure these specific, innovative, and high-impact programs can effectively serve the community.

22. In detail, describe your proposal's timeline to completion. How will funds be spent by June 30, 2026? *

This project aligns with the FY'26 funding cycle. The project activities, supporting crisis response and Survivors First services, are ongoing programs. Funds awarded are anticipated to be spent within the grant performance period, from the award date through June 30, 2026. Funds would be used throughout this period to support the personnel and direct service costs associated with delivering the described project activities, ensuring continuous service provision and capacity during the fiscal year.

23. Please list year(s) agency/organization has received CPF funding. **Please note this includes CPF funding distributed by any Metro department.** *

YWCA Nashville has never received the CPF grants, but it has received a Direct Appropriation since FY2018 and prior to that, was awarded a Metro CEF grant.

24. Please list year(s) agency/organization has received Direct Appropriations funding. **Please note this includes Direct Appropriations funding distributed by Metro in general, not just OFS.** *

YWCA Nashville has received Direct Appropriation funding from Metro since FY2018.

25. Agency received OFS CPF, Direct Appropriations, or ARPA funding for FY'25. *

Yes

No

26. Funding left at the end of FY'25 Award(s). *Please answer for each award. List N/A if this is the first time applying.* *

YWCA Nashville will not have any Metro Direct Appropriation funding left at the end of FY25, nor will it have any ARPA funding.

27. Funding received from other Metro Sources/departments in the last 5 years. Please list the year, award amount, distributing Metro Department, and resolution number for each award. *

FY2025:
Metro Direct Appropriations - \$275,000
MDHA Emergency Shelter Grant - \$47,500
TOTAL METRO FUNDING RECEIVED: \$332,500

FY2024:
Metro Direct Appropriations - \$275,000
MDHA Emergency Shelter Grant - \$38,500
TOTAL METRO FUNDING RECEIVED: \$313,500

FY2023:
Metro Direct Appropriations - \$275,000
MDHA Emergency Shelter Grant - \$30,000
Metro ARP: \$2,000,000 (for renovation of the Weaver Domestic Violence Center)
TOTAL METRO FUNDING RECEIVED: \$2,305,000

FY2022:
Metro Direct Appropriations - \$275,000
MDHA Emergency Shelter Grant - \$30,000
TOTAL METRO FUNDING RECEIVED: \$305,000

FY2021:
Metro Direct Appropriations - \$275,000
MDHA Emergency Shelter Grant - \$33,750
TOTAL METRO FUNDING RECEIVED: \$308,750



24 Hour Crisis & Support Helpline 1-800-334-4628 | Textline 615-983-5170

FY 2025-2026
YWCA Board of Directors
**as of June 30, 2025*

July 9, 2025

Marlene Moses,
Board Chair

Metro Office of Family Safety – Community Partnership Funds

Sharon K. Roberson,
President & CEO

Sallie B. Bailey
Caroline Bradshaw
James A. Crumlin
Kendra S. Deas
Irwin E. Fisher
Michelle Kennedy
Jayme Parmakian
D. Billye Sanders
Tracey Silverman
Sarah Zimmer
Gail Alexander
Jen L. Berres
Roxianne Bethune
Louise S. Brock
Rusty Burdge
Sarah Ann Ezzell
Tonya Hallett
Aileen E. Herndon
Adrienne Johnson
Susie Mackie
Marcia Masulla
Eleanor McDonald
Elizabeth Millsaps
Valerie S. Molette
Berthena Nabaa-McKinney
Phylanice Nashe
Burley Nelson
Chris Otilio
Roberta Pettis
Gleason Rogers
Jimmy B. Sheats
Cameron C. Simmons
Amy F. Smartt
Kate H. Wood
Alecia Wynn
Vicki Yates Orr

This is a statement that summarizes the nature and extent of YWCA Nashville’s program, serving the residents of the metropolitan government:

YWCA Nashville & Middle Tennessee was approved for FY26 Community Partnership Funds (in the amount of \$10,000) to complete these program activities:

1. Enhance capacity to respond to the anticipated increase in high-risk LAP calls on YWCA Nashville’s 24-hour Crisis & Support Helpline
 - a. Support the staffing of the 24-hour Crisis & Support Helpline, ensuring YWCA advocates can effectively manage the expected increase in calls due to MNPD’s updated LAP prioritizing strangulation.
2. Sustain and support the provisions of comprehensive services (therapy and case management) for survivor-defendants through the Survivors First diversion program.
 - a. Provide essential wrap-around services for survivor-defendants, including therapy and case management.

YWCA Nashville’s domestic violence services are provided in Nashville-Davidson County. These services are free and available to any resident of Davidson County. The majority of all clients/participants served by YWCA Nashville reside in Davidson County, however, services are also available to all residents of Tennessee.

Thank you,

Sharon K. Roberson
President & CEO
YWCA Nashville & Middle Tennessee

YWCA Nashville & Middle TN

2025-2026 Agency Budget	Agency Total	Metro CPF Grant
Revenue:		
Individual Contributions	1,270,839	
Private Grants/Foundations	1,366,750	
Corporate Contributions	1,511,017	
Government Grants	1,085,101	10,000
Sale of Donated Items	280,000	
United Way	200,000	
Interest & Dividends	367,417	
Program Service Fees	15,000	
Revenue Total	6,096,124	
Expenses:		
Salaries	3,444,083	9,100
Employee Benefits & Taxes	708,384	900
Professional Fees	523,514	
Fundraising Expense (Facilities, Food, Etc.)	230,825	
Advertising	5,784	
Supplies	135,323	
Telephone	42,943	
Postage & Shipping	6,023	
Occupancy	485,000	
Training/Conferences	10,155	
Travel	23,005	
Equipment Rental & Maintenance	12,731	
Printing	15,678	
Insurance	98,000	
Dues & Subscriptions	117,834	
Specific Assistance	96,499	
Bank Charges \ Investment MGT Fees	116,815	
Depreciation	327,184	
Expenses Total	6,399,782	
SURPLUS/(DEFICIT)	(303,658)	

YWCA Nashville & Middle Tennessee

Financial Statements
For the Years Ended June 30, 2024 and 2023

YWCA Nashville & Middle Tennessee
Financial Statements
For the Years Ended June 30, 2024 and 2023

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YWCA Nashville & Middle Tennessee
Roster of Board of Directors and Executive Staff
 As of June 30, 2024

Board of Directors

<u>Name</u>	<u>Position</u>
Sallie Bailey	Board Chair
Kendra Deas	Board Chair - Elect
Sharon K. Roberson	President and Chief Executive Officer
Jen Berres	Board Member
Caroline Bradshaw	Board Member
Louise Brock	Board Member
Rusty Burdge	Board Member
James Crumlin	Board Member
Cindy Dempsey	Board Member
Sarah Ann Ezzell	Board Member
Lisa Ferrelli	Board Member
Irwin Fisher	Board Member
Joey Hatch	Board Member
Aileen Herndon	Board Member
Michelle Kennedy	Board Member
Carla Lovell	Board Member
Rick Martin	Board Member
Marcia Masulla	Board Member
Eleanor McDonald	Board Member
Valerie Smith Molette	Board Member
Marlene Moses	Board Member
Berthena Nabaa-McKinney	Board Member
Phylanice Nashe	Board Member
Jayne Parmakian	Board Member
Tracey H. Pearson	Board Member
Roberta Pettis	Board Member
Gleason Rogers	Board Member
D. Billye Sanders	Board Member
Dr. Jay Sheats	Board Member
Tracey Silverman	Board Member
Cameron Simmons	Board Member
Amber Sims	Board Member
Amy F. Smartt	Board Member
Cynthia Whitfield- Story	Board Member
Kate Wood	Board Member
Alecia Wynn	Board Member
Vicki Yates	Board Member
Sarah Zimmer	Board Member

YWCA Nashville & Middle Tennessee
Roster of Board of Directors and Executive Staff
As of June 30, 2024

Executive Staff

<u>Name</u>	<u>Position</u>
Sharon Roberson	President and Chief Executive Officer
Orin Crouch	Chief Operating Officer
Jennifer Zehnder	Chief Development Officer
Sheila Holman	Vice President of Human Resources
Latrina Adams	Chief Financial Officer
Kerry Foley	Vice President of Grants and Program Evaluation
Daffany Baker	VP, Domestic Violence Services



Independent Auditor's Report

Board of Directors
YWCA Nashville & Middle Tennessee

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of YWCA Nashville & Middle Tennessee (a nonprofit organization) (the YWCA), which comprise the statement of financial position as of June 30, 2024 and 2023, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of YWCA as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the YWCA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the YWCA's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the YWCA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the YWCA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal awards and state financial assistance, as required by Title 2 US *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and the state of Tennessee, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the roster of board of directors and executive staff but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 20, 2024, on our consideration of the YWCA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the YWCA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the YWCA's internal control over financial reporting and compliance.

Blankenship CPA Group, PLLC

Blankenship CPA Group, PLLC
Mt. Juliet, Tennessee
November 20, 2024

YWCA Nashville & Middle Tennessee

Statements of Financial Position

June 30, 2024 and 2023

	2024	2023
Assets		
Cash and cash equivalents	\$ 742,854	\$ 2,161,224
Pledges and other receivables, net	305	13,227
Grants receivable	284,942	281,602
Prepaid expenses and other assets	13,219	169
Investments	5,910,753	5,531,148
Cash and cash equivalents restricted for long-term assets	1,993,568	2,686,930
Operating lease right-of-use assets	120,084	152,080
Land, buildings, and equipment, net	<u>5,307,858</u>	<u>3,660,143</u>
Total assets	\$ 14,373,583	\$ 14,486,523
Liabilities and Net Assets		
Liabilities		
Accounts payable	\$ 434,879	\$ 71,088
Accrued expenses	280,620	299,561
Deferred revenues	243,584	127,500
Refundable advance	22,114	1,000,000
Operating lease liabilities	<u>118,941</u>	<u>152,030</u>
Total liabilities	1,100,138	1,650,179
Net assets		
Without donor restrictions	7,853,921	6,894,392
With donor restrictions	<u>5,419,524</u>	<u>5,941,952</u>
Total net assets	<u>13,273,445</u>	<u>12,836,344</u>
Total liabilities and net assets	\$ 14,373,583	\$ 14,486,523

YWCA Nashville & Middle TennesseeStatement of Activities
For the Year Ended June 30, 2024

	Without donor restrictions	With donor restrictions	Total
Revenues and Support			
Contributions of financial and other assets			
General contributions	\$ 2,865,228	\$ 145,205	\$ 3,010,433
United Way contributions	200,000	-	200,000
Grants from federal, state, and local agencies	2,991,583	-	2,991,583
Contributions of nonfinancial assets	5,675	-	5,675
Program service fees	10,350	-	10,350
Other income	75,903	-	75,903
Investment income, net	412,191	170,934	583,125
Net assets released from restrictions	838,567	(838,567)	-
Total revenues and support	<u>7,399,497</u>	<u>(522,428)</u>	<u>6,877,069</u>
Expenses			
Program services			
Family Learning Center/Dress for Success	473,652	-	473,652
Girls Inc.	402,235	-	402,235
Domestic Violence Services	2,535,633	-	2,535,633
AMEND Together	375,329	-	375,329
Total program services	<u>3,786,849</u>	<u>-</u>	<u>3,786,849</u>
Supporting services			
Administrative	1,240,579	-	1,240,579
Development	1,379,028	-	1,379,028
National program fee	33,512	-	33,512
Total supporting services	<u>2,653,119</u>	<u>-</u>	<u>2,653,119</u>
Total expenses	<u>6,439,968</u>	<u>-</u>	<u>6,439,968</u>
Change in net assets	959,529	(522,428)	437,101
Net assets, beginning of year	<u>6,894,392</u>	<u>5,941,952</u>	<u>12,836,344</u>
Net assets, end of year	<u>\$ 7,853,921</u>	<u>\$ 5,419,524</u>	<u>\$ 13,273,445</u>

YWCA Nashville & Middle Tennessee

Statement of Activities

For the Year Ended June 30, 2023

	Without donor restrictions	With donor restrictions	Total
Revenues and Support			
Contributions of financial and other assets			
General contributions	\$ 2,432,803	\$ 2,920,785	\$ 5,353,588
United Way contributions	201,750	-	201,750
Grants from federal, state, and local agencies	1,815,440	-	1,815,440
Contributions of nonfinancial assets	17,279	-	17,279
Program service fees	10,000	-	10,000
Employee retention credit	575,164	-	575,164
Other income	180,188	-	180,188
Investment loss, net	286,036	188,489	474,525
Net assets released from restrictions	<u>262,425</u>	<u>(262,425)</u>	<u>-</u>
Total revenues and support	5,781,085	2,846,849	8,627,934
Expenses			
Program services			
Family Learning Center/Dress for Success	505,422	-	505,422
Girls Inc.	418,219	-	418,219
Domestic Violence Services	2,517,145	-	2,517,145
AMEND Together	<u>304,630</u>	<u>-</u>	<u>304,630</u>
Total program services	3,745,416	-	3,745,416
Supporting services			
Administrative	1,410,245	-	1,410,245
Development	1,236,279	-	1,236,279
National program fee	<u>31,885</u>	<u>-</u>	<u>31,885</u>
Total supporting services	<u>2,678,409</u>	<u>-</u>	<u>2,678,409</u>
Total expenses	6,423,825	-	6,423,825
Change in net assets	(642,740)	2,846,849	2,204,109
Net assets, beginning of year	<u>7,537,132</u>	<u>3,095,103</u>	<u>10,632,235</u>
Net assets, end of year	\$ 6,894,392	\$ 5,941,952	\$ 12,836,344

YWCA Nashville & Middle Tennessee
 Statement of Functional Expenses
 For the Year Ended June 30, 2024

	Program Services					Support Services				Total
	Family Learning Center/Dress for Success	Girls Inc.	Domestic Violence Services	AMEND Together	Total program services	Administrative	Development	National program fee	Total supporting services	
Salaries and related expenses										
Salaries	\$ 317,419	\$ 228,095	\$ 1,395,004	\$ 209,983	\$ 2,150,501	\$ 879,636	\$ 719,831	\$ -	\$ 1,599,467	\$ 3,749,968
Employee benefits and taxes	63,564	39,455	266,322	40,263	409,604	167,053	112,714	-	279,767	689,371
Total salaries and related expenses	380,983	267,550	1,661,326	250,246	2,560,105	1,046,689	832,545	-	1,879,234	4,439,339
Professional fees and contracted services (in-kind of \$5,675)	11,391	15,796	180,322	56,465	263,974	39,712	167,425	-	207,137	471,111
Occupancy	15,785	7,882	258,533	10,547	292,747	36,664	16,651	-	53,315	346,062
Supplies	6,400	19,439	78,032	5,353	109,224	4,717	6,359	-	11,076	120,300
Miscellaneous	8,859	9,760	35,333	13,529	67,481	24,735	292,904	-	317,639	385,120
Specific assistance, other	2,533	50,198	80,722	654	134,107	-	-	-	-	134,107
Telephone and postage	5,427	2,193	26,615	2,611	36,846	5,581	8,164	-	13,745	50,591
Conference, conventions, and meetings	1,734	602	6,516	513	9,365	4,692	1,115	-	5,807	15,172
Insurance, general	9,103	4,856	35,936	6,486	56,381	11,542	9,901	-	21,443	77,824
National program fee	-	-	-	-	-	-	-	33,512	33,512	33,512
Bad debt expense	-	-	-	-	-	-	4,554	-	4,554	4,554
Rental and maintenance of equipment	1,481	786	5,807	1,055	9,129	1,873	1,607	-	3,480	12,609
Printing	47	-	2,978	322	3,347	797	8,970	-	9,767	13,114
Travel	252	5,985	12,500	10,851	29,588	3,371	244	-	3,615	33,203
Depreciation	29,657	17,188	151,013	16,697	214,555	60,206	28,589	-	88,795	303,350
Total expenses	\$ 473,652	\$ 402,235	\$ 2,535,633	\$ 375,329	\$ 3,786,849	\$ 1,240,579	\$ 1,379,028	\$ 33,512	\$ 2,653,119	\$ 6,439,968

YWCA Nashville & Middle Tennessee
 Statement of Functional Expenses
 For the Year Ended June 30, 2023

	Program Services					Support Services				Total
	Family Learning Center/Dress for Success	Girls Inc.	Domestic Violence Services	AMEND Together	Total program services	Administrative	Development	National program fee	Total supporting services	
Salaries and related expenses										
Salaries	\$ 352,518	\$ 257,085	\$ 1,437,440	\$ 161,004	\$ 2,208,047	\$ 1,052,319	\$ 578,412	\$ -	\$ 1,630,731	\$ 3,838,778
Employee benefits and taxes	65,195	44,298	245,013	30,210	384,716	178,359	92,571	-	270,930	655,646
Total salaries and related expenses	417,713	301,383	1,682,453	191,214	2,592,763	1,230,678	670,983	-	1,901,661	4,494,424
Professional fees and contracted services (in-kind of \$17,279)	12,215	15,573	125,204	51,544	204,536	41,093	203,454	-	244,547	449,083
Occupancy	14,546	7,786	288,067	9,522	319,921	30,871	14,613	-	45,484	365,405
Supplies	3,949	18,628	83,976	6,997	113,550	10,039	30,055	-	40,094	153,644
Miscellaneous	6,321	9,452	31,820	12,933	60,526	15,682	232,388	-	248,070	308,596
Specific assistance, other	3,214	30,151	74,750	-	108,115	-	-	-	-	108,115
Telephone and postage	4,410	1,953	24,301	2,431	33,095	7,545	7,205	-	14,750	47,845
Conference, conventions, and meetings	1,749	580	5,888	666	8,883	2,435	3,368	-	5,803	14,686
Insurance, general	7,186	4,598	33,737	5,412	50,933	10,417	8,618	-	19,035	69,968
National program fee	-	-	-	-	-	-	-	31,885	31,885	31,885
Bad debt expense	-	-	-	-	-	-	19,501	-	19,501	19,501
Rental and maintenance of equipment	1,572	1,011	11,011	1,175	14,769	2,331	1,888	-	4,219	18,988
Printing	50	-	4,278	966	5,294	561	14,511	-	15,072	20,366
Travel	2,041	9,528	7,262	4,607	23,438	24	688	-	712	24,150
Depreciation	30,456	17,576	144,398	17,163	209,593	58,569	29,007	-	87,576	297,169
Total expenses	\$ 505,422	\$ 418,219	\$ 2,517,145	\$ 304,630	\$ 3,745,416	\$ 1,410,245	\$ 1,236,279	\$ 31,885	\$ 2,678,409	\$ 6,423,825

YWCA Nashville & Middle Tennessee
Statements of Cash Flows
For the Years Ended June 30, 2024 and 2023

	2024	2023
Cash and cash equivalents, beginning of year	\$ 4,848,154	\$ 1,820,053
Cash flows from operating activities		
Change in net assets	437,101	2,204,109
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	303,350	297,169
Unrealized (gain) loss on investments	(93,973)	(169,646)
Noncash lease expense	(1,093)	(50)
Contributed stock	(15,055)	(9,985)
Contributions restricted for capital campaign	(12,500)	(2,775,000)
Change in:		
Pledges and other receivables	12,922	7,002
Grants receivable	(3,340)	(79,443)
Prepaid expenses and other assets	(13,050)	12,902
Accounts payable	(16,919)	5,783
Accrued expenses	(18,941)	98,294
Deferred revenues	116,084	55,000
Refundable advance	(977,886)	1,000,000
Net cash provided (used) by operating activities	<u>(283,300)</u>	<u>646,135</u>
Cash flows from investing activities		
Proceeds from sale and maturation of investments	2,360,385	736,078
Purchase of investments	(2,630,962)	(930,974)
Purchase of land, buildings, and equipment	<u>(1,570,355)</u>	<u>(198,138)</u>
Net cash provided (used) by investing activities	(1,840,932)	(393,034)
Cash flows from financing activities		
Collections of contributions restricted for capital campaign and related capital assets	12,500	2,775,000
Net change in cash and cash equivalents	<u>(2,111,732)</u>	<u>3,028,101</u>
Cash and cash equivalents, end of year	\$ 2,736,422	\$ 4,848,154
Supplemental disclosures of cash flow information		
Cash paid for amounts included in measurement of lease liabilities:		
Operating cash outflows, payments on operating leases	\$ 57,089	\$ 40,351
Right of use assets obtained in exchange for new lease obligations	\$ 24,000	\$ -
Construction in progress acquired with accounts payable:	\$ 380,710	\$ 12,700
Reconciliation to statements of financial position		
Cash and cash equivalents	\$ 742,854	\$ 2,161,224
Cash and cash equivalents restricted for capital campaign	<u>1,993,568</u>	<u>2,686,930</u>
	\$ 2,736,422	\$ 4,848,154

YWCA Nashville & Middle Tennessee
Notes to Financial Statements
For the Years Ended June 30, 2024 and 2023

Note 1. General

YWCA Nashville & Middle Tennessee (the YWCA) is a Tennessee not-for-profit corporation chartered to focus on women and girls who desire to create a better quality of life for themselves and/or their families; to achieve self-sufficiency; and to increase their financial strength. The YWCA is a member of YWCA USA and pays an annual assessment to the regional organization based on expenses and other factors. The assessment amount was \$33,512 and \$31,885 in 2024 and 2023, respectively.

Note 2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements present the financial position and changes in net assets of the YWCA on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (US GAAP).

Net assets of the YWCA and changes therein are classified and reported as follows:

Net assets without donor restrictions – All revenues, gains, and losses that are not restricted by donors are included in this classification. All expenditures are reported in the net assets without donor restrictions class since the use of restricted contributions in accordance with the donors' stipulations results in the release of the restriction. Net assets without donor restrictions may be designated for specific purposes by action of the Board of Directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors are included in this classification. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the YWCA or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Net assets with donor restrictions represent amounts available for specified projects.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenues and Support

Contributions are recognized as revenues in the period unconditionally pledged. The YWCA reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same reporting period as received are reported as support without donor restrictions. Donor pledges which are expected to be collected over a period greater than one year are discounted at current interest rates, if material.

YWCA Nashville & Middle Tennessee
Notes to Financial Statements
For the Years Ended June 30, 2024 and 2023

Note 2. Summary of Significant Accounting Policies

Revenues and Support

The YWCA also receives grant revenue from various federal, state, and local agencies. Grant revenue is recognized in the period a liability is incurred for eligible expenditures under the terms of the grant.

Contributions of Nonfinancial Assets

Noncash gifts, consisting principally of memorabilia donated for fundraisers, are recorded at the realized sales amount in other income in the period of sale.

Contributed services are reported as contributions of nonfinancial assets and as assets or expense when services would otherwise need to be purchased by the YWCA, require specialized skills, and are provided by persons with those skills. Such contributions are reported at estimated fair value at date of receipt.

Cash Equivalents

Cash equivalents include demand deposits with banks and time deposits with original maturities, when purchased, of three months or less. Time deposits with original maturities, when purchased, of greater than three months are classified as investments.

Pledges, Grants, and Other Receivables

Pledges and other receivables that are expected to be collected within one year are recorded as contributions receivable at their net realizable value. The YWCA uses the allowance method to determine uncollectible contributions receivable. The allowance is based on prior years' experience and management's analysis of specific promises made.

Grants receivable are collectible from local, state, and federal government grantors and generally represent reimbursements for grant specific expenses.

Land, Buildings, and Equipment

Land, buildings, and equipment are stated at cost. Equipment purchases less than \$5,000 are generally expensed. Depreciation is calculated using the straight-line method to allocate the cost of depreciable assets over their estimated useful lives. The general range of useful lives is 15 to 40 years for buildings and improvements and 3 to 7 years for equipment and automobiles.

Investments and Fair Value Measurements

Investments in money market accounts, certificates of deposit, mutual funds, and equity securities with readily determinable fair values and all investments in debt securities are reported at fair value, with unrealized gains and losses recognized currently in the statements of activities.

YWCA Nashville & Middle Tennessee
Notes to Financial Statements
For the Years Ended June 30, 2024 and 2023

Note 2. Summary of Significant Accounting Policies

Investments and Fair Value Measurements

The YWCA has an established process for determining fair value. Fair value is based upon quoted market prices, where available. If listed prices or quotes are not available, fair value is based upon internally developed models or processes that use primarily market-based or independently sourced market data and third party information. Valuation adjustments may be made to ensure financial instruments are recorded at fair value. Furthermore, while the YWCA believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies, or assumptions, to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date. US GAAP has a three-level valuation hierarchy for fair value measurements. A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

The three levels are explained as follows:

Level 1 – Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 – Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset and liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement. An asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques should maximize the use of observable inputs and minimize the use of unobservable inputs.

A description of the valuation methodologies used for instruments measured at fair value, as well as the general classification of such instruments pursuant to the valuation hierarchy, is set forth below. In general, fair value is based on quoted market prices, where available. If such quoted market prices are not available, fair value is based on internally developed models that primarily use, as inputs, observable market-based parameters. Valuation adjustments may be made to ensure financial instruments are recorded at fair value. These adjustments may include amounts to reflect counterparty credit quality and valuation adjustments are applied consistently over time. The YWCA's valuation methodologies may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. While management believes the valuation methodologies are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date.

Furthermore, the reported fair value amounts have not been comprehensively revalued since the presentation dates and, therefore, estimates of fair value after the balance sheet date may differ significantly from the amounts presented herein.

Fair values for investments in money market accounts and mutual funds are valued at the net asset value of shares held by the YWCA at year-end. Fair values for investments in exchange-traded funds are valued at the closing price reported on the active market on which the securities are traded. Fair values for investments in certificates of deposit and corporate bonds are based primarily on other observable values, such as interest rates and yield curves.

YWCA Nashville & Middle Tennessee
Notes to Financial Statements
For the Years Ended June 30, 2024 and 2023

Note 2. Summary of Significant Accounting Policies

Leases as Lessee

The YWCA determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the YWCA obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The YWCA also considers whether its service arrangements include the right to control the use of an asset.

The YWCA recognizes most leases on its statement of financial position as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Leases are classified as either finance leases, as applicable, or operating leases based on certain criteria. Classification of the lease affects the pattern of expense recognition in the statements of activities and functional expenses.

The YWCA made an accounting policy election available under Topic 842 not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease. The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. To determine the present value of lease payments, the YWCA made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date.

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes of an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Residual value guarantees or payments for terminating the lease are included in the lease payments only when it is probable they will be incurred. The YWCA has not elected to adopt the accounting policy to account for lease and non-lease components in its contracts as a single lease component for its real estate and equipment asset classes. The non-lease components typically represent additional services transferred to the YWCA, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

The YWCA has made an accounting policy election to use the risk-free rate as the discount rate if the rate implicit in the lease is not readily determinable. The risk-free rate is the rate of a zero coupon US Treasury instrument for the same period as the time of the lease term.

Deferred Revenues

Deferred revenues consist of sponsorships received prior to year-end for special events to be held in the following fiscal year.

YWCA Nashville & Middle Tennessee
Notes to Financial Statements
For the Years Ended June 30, 2024 and 2023

Note 2. Summary of Significant Accounting Policies

Functional Allocation of Expenses

The costs of providing program services and supporting services have been summarized on a functional basis in the statements of activities and statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based upon estimates by management. While most costs have been directly assigned to a functional category, certain personnel costs have been allocated to program and management and general based on time and effort estimates made by management.

The following programs and supporting services are included in the accompanying financial statements:

Program Services

Family Learning Center/Dress for Success – Learning offers four components of a comprehensive literacy program: 1) Adult Education; 2) Children’s Education; 3) Parent Time; and 4) Parent and Child Together Time (PACT). Free classes are offered to adults to earn their high school equivalency diploma and obtain the knowledge and skills necessary for employment and self-sufficiency. Free classes for Children’s Education, Parent Time, and PACT are offered to promote the growth and development of children (ages 3 through 5). Dress for Success transitions women to self-sufficiency by providing professional attire, a network of support, and career development tools to help them thrive in work, home, and community. A suite of services supports every phase of their professional lives, so that clients find and keep their jobs, build thriving careers, and prosper in the mainstream workplace.

Girls Inc. – This program uses a research-based curriculum that develops 5th and 6th grade girls’ leadership skills, knowledge about safety issues, and abilities to resist stereotypes. The YWCA partners with the Girls Inc. Agency for the program, Girls Inc., at the YWCA. Girls Inc. inspires all girls to be strong, smart, and bold through life-changing programs and experiences that help girls navigate gender, economic, and social barriers. Research-based curricula, delivered by trained, mentoring professionals in a positive all-girl environment, equip girls to achieve academically; lead healthy and physically active lives; manage money; navigate media messages; and discover an interest in science, technology, engineering, and math.

Domestic Violence Services – Fulfilling its mission of empowering women, YWCA has been Nashville’s primary provider of domestic violence services for over 40 years. YWCA Domestic Violence Services offer more than temporary safety – they help break the cycle of violence by offering a continuum of services, including: a 24-hour crisis and information hotline, a 65-bed emergency shelter for women and their children fleeing domestic violence, a 25-unit transitional housing program, community support groups, as well as community outreach and education.

AMEND Together – AMEND together is a primary prevention initiative dedicated to ending violence against women and girls by engaging men and boys to be a part of the solution. AMEND Together seeks to challenge the culture that supports violence, cultivate healthy masculinity, and change the future for women and girls.

Supporting Services

Administrative – Includes costs related to the overall direction of the YWCA. These expenses are not identifiable with a particular program or with fundraising but are indispensable to the conduct of those activities and are essential to the YWCA. Specific activities include organization oversight, business management, human resource function, finance and accounting services, training and coordinating volunteers, property and technology oversight, and other administrative duties.

YWCA Nashville & Middle Tennessee
Notes to Financial Statements
For the Years Ended June 30, 2024 and 2023

Note 2. Summary of Significant Accounting Policies

Functional Allocation of Expenses

Supporting Services

Development – Includes costs of activities directed toward grant writing, donor tracking, public relations, and fundraising. Other activities include the cost of solicitations as well as the creation and distribution of fundraising materials.

Income Taxes

The YWCA is exempt from income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation. Therefore, no provision for income taxes has been made in the accompanying financial statements.

The YWCA follows FASB ASC guidance that clarifies the accounting for uncertainty in income taxes recognized in an entity's financial statements. This guidance prescribes a minimum probability threshold that a tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. The YWCA has no tax penalties or interest reported in the accompanying financial statements.

Allowance for Credit Losses and Doubtful Accounts (New Accounting Standard Adopted in 2023)

The Organization adopted Financial Accounting Standards Board Accounting Standards Codification 326, *Financial Instruments – Credit Losses*, as of July 1, 2023, with the cumulative-effect transition method with the required prospective approach. The measurement of expected credit losses under the current expected credit loss (CECL) methodology is applicable to financial assets measured at amortized cost, which include trade receivables, contract assets and non-current receivables. An allowance for credit losses under the CECL methodology is determined using the loss-rate approach and measured on a collective (pool) basis when similar risk characteristics exist. Where financial instruments do not share risk characteristics, they are evaluated on an individual basis. The CECL allowance is based on relevant available information, from internal and external sources, relating to past events, current conditions, and reasonable and supportable forecasts. The allowance for credit losses as of year-end and change in the allowance for credit losses during the year was not material to the financial statements.

Reclassifications

Certain prior period amounts are reclassified to conform to current year presentation.

YWCA Nashville & Middle Tennessee
Notes to Financial Statements
For the Years Ended June 30, 2024 and 2023

Note 3. Liquidity and Availability

Financial assets available for general expenditures, that is, without donor restriction or other restrictions limiting their use within one year of the statements of financial position comprise the following at June 30:

	2024	2023
Financial assets		
Cash and cash equivalents	\$ 2,736,422	\$ 4,848,154
Pledges and other receivables, net	305	13,227
Grants receivable	284,942	281,602
Investments	<u>5,910,753</u>	<u>5,531,148</u>
Total financial assets at year-end	8,932,422	10,674,131
Less amounts not available to be used within one year		
Purpose restrictions, including earnings on endowment	(1,651,317)	(1,480,383)
Board designated funds functioning as endowment	(2,720,645)	(2,487,508)
Contributions restricted for long-term assets	(1,993,568)	(2,686,930)
Amounts held in perpetuity	<u>(1,774,639)</u>	<u>(1,774,639)</u>
Financial assets available to meet cash needs for general expenditures within one year	\$ 792,253	\$ 2,244,671

The YWCA regularly monitors liquidity required to meet its operating needs and other contractual commitments. For purposes of analyzing resources available to meet general expenditures over a 12-month period, the YWCA considers all expenditures related to its ongoing program service activities as well as the conduct of services undertaken to support those activities to be general expenditures.

Note 4. Pledges and Other Receivables

Pledges and other receivables consist of the following as of June 30:

	2024	2023
Due within one year	\$ 7,850	\$ 20,772
Less: allowance for doubtful accounts	<u>(7,545)</u>	<u>(7,545)</u>
Total pledges and other receivables, net	\$ 305	\$ 13,227

YWCA Nashville & Middle Tennessee
Notes to Financial Statements
For the Years Ended June 30, 2024 and 2023

Note 5. Investments and Fair Value Measurements

The following tables set forth the YWCA's major categories of assets and liabilities measured at fair value on a recurring basis, by level within the fair value hierarchy, as of June 30, 2024:

	Level 1	Level 2	Level 3	Total
Investments				
Savings deposits	\$ 1,629,409	\$ -	\$ -	\$ 1,629,409
Exchange-traded funds	857,972	-	-	857,972
Mutual funds				
Fixed income	1,576,431	-	-	1,576,431
Large cap	433,575	-	-	433,575
Foreign large growth	187,905	-	-	187,905
Large value	472,587	-	-	472,587
Foreign large blend	217,022	-	-	217,022
Diversified emerging markets	169,358	-	-	169,358
Foreign small/mid growth	176,737	-	-	176,737
Small growth	189,757	-	-	189,757
Total investments	<u>\$ 5,910,753</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,910,753</u>

The following tables set forth the YWCA's major categories of assets and liabilities measured at fair value on a recurring basis, by level within the fair value hierarchy, as of June 30, 2023:

	Level 1	Level 2	Level 3	Total
Investments				
Savings deposits	\$ 902,672	\$ -	\$ -	\$ 902,672
Exchange-traded funds	944,891	-	-	944,891
Mutual funds				
Fixed income	1,709,784	-	-	1,709,784
Large cap	326,942	-	-	326,942
Foreign large growth	167,163	-	-	167,163
Large blend	343,883	-	-	343,883
Large value	419,226	-	-	419,226
Foreign large blend	193,574	-	-	193,574
Diversified emerging markets	164,106	-	-	164,106
Foreign small/mid growth	172,400	-	-	172,400
Small growth	186,507	-	-	186,507
Total investments	<u>\$ 5,531,148</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,531,148</u>

YWCA Nashville & Middle Tennessee
Notes to Financial Statements
For the Years Ended June 30, 2024 and 2023

Note 5. Investments and Fair Value Measurements

Investment income (loss) was as follows for the years ended June 30:

	2024	2023
Interest and dividend income, net	\$ 312,803	\$ 210,459
Realized and unrealized gain (loss) on investments	<u>270,322</u>	<u>264,066</u>
Investment income (loss), net	\$ 583,125	\$ 474,525

Investment expenses of \$20,098 and \$24,643 were included in interest and dividend income for the years ended June 30, 2024 and 2023, respectively.

Note 6. Land, Buildings, and Equipment

Land, buildings, and equipment consist of the following as of June 30:

	2024	2023
Land	\$ 405,763	\$ 405,763
Buildings and improvements	7,778,477	7,585,138
Furniture and equipment	1,169,170	1,070,621
Automobiles	83,533	83,533
Construction in progress	<u>1,777,439</u>	<u>118,261</u>
	11,214,382	9,263,316
Less: accumulated depreciation	<u>(5,906,524)</u>	<u>(5,603,173)</u>
Land, buildings, and equipment, net	\$ 5,307,858	\$ 3,660,143

Note 7. Refundable Advance

On April 6, 2023, the YWCA entered into a \$2,000,000 grant contract with The Metropolitan Government of Nashville and Davidson County. The grant is to be used for repairs and infrastructure improvements to the Weaver Domestic Violence Shelter. The YWCA received a \$1,000,000 payment on April 14, 2023. No qualifying expenditures have been made for this grant as of June 30, 2023. The YWCA has a \$1,000,000 refundable advance at June 30, 2023. As of June 30, 2024, \$977,886 in qualifying expenditures have been made.

Note 8. Line of Credit

The YWCA has a \$1,200,000 revolving line of credit agreement with a bank, with interest on outstanding borrowings charged at a fluctuating rate equal to Bloomberg Short-Term Bank Yield Index plus 2%, not to be less than 0%. The line of credit is secured by an investment account of the YWCA.

On April 7, 2023 the YWCA renewed the \$1,200,000 revolving line of credit. The terms remain the same on the renewal. There was no outstanding balance on the line of credit for the year ended June 30, 2023. The revolving line of credit agreement expired April 8, 2024.

On April 5, 2024 the YWCA renewed the \$1,200,000 revolving line of credit. The terms remain the same on the renewal. There was no outstanding balance on the line of credit for the year ended June 30, 2024. The revolving line of credit agreement expires April 8, 2025.

YWCA Nashville & Middle Tennessee
Notes to Financial Statements
For the Years Ended June 30, 2024 and 2023

Note 9. Net Assets with Donor Restrictions

Net assets with donor restrictions have been restricted by the donors for the following restrictions as of June 30:

	2024	2023
Endowment funds with perpetual restrictions	\$ 1,774,639	\$ 1,774,639
Scholarships	235,847	211,382
Capital Campaign	1,993,568	2,686,930
Net gains on endowment since inception	<u>1,415,570</u>	<u>1,269,001</u>
	\$ 5,419,524	\$ 5,941,952

Note 10. Endowment Funds

FASB provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act of 2006 (UPMIFA). Net assets associated with endowment funds are required to be classified and reported based on the existence or absence of donor-imposed restrictions.

The YWCA's endowment consists of donor-restricted funds established for a variety of purposes. The endowment represents perpetual funds in which the annual income is to be used for the appropriate purpose as specified by the donor. All endowment funds are considered perpetual in nature.

Interpretation of Applicable Law

In applying the provisions of the applicable law, the Board of Directors has determined that the YWCA is required to account for the fair value of donor-restricted endowment fund gifts as of the gift date, absent explicit donor stipulations to the contrary. As a result of this interpretation, the YWCA classifies as net assets with donor restrictions (a) the original value of gifts donated to the endowment and (b) the original value of subsequent gifts to the endowment. Any remaining accumulated portion of the donor-restricted endowment fund that is not classified in net assets with donor restrictions is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the YWCA in a manner consistent with the standard of prudence prescribed by UPMIFA.

The YWCA's endowment funds are governed by donor agreements which adhere to the spending policies described below. In the absence of such donor restrictions, the YWCA would follow UPMIFA and the State of Tennessee's State Uniform Prudent Management of Institutional Funds Act (SUPMIFA). In accordance with UPMIFA, the YWCA considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purpose of the YWCA and the donor-restricted endowment fund
- General economic conditions
- The possible effect of inflation and deflation
- The expected total return from income and the appreciation of the investments
- The investment policies of the YWCA

YWCA Nashville & Middle Tennessee
 Notes to Financial Statements
 For the Years Ended June 30, 2024 and 2023

Note 10. Endowment Funds

Spending Policy

The YWCA has a policy that allows for distribution up to 5% of the endowment fund, except as otherwise stipulated by donors, to fund annual operating needs. There were no distributions from the endowment for the years ended June 30, 2024 and 2023.

Investment Return Objective, Risk Parameters, and Strategies

The YWCA has adopted investment and spending policies, approved by the Board of Directors, to establish asset allocation targets, investment objectives and guidelines, and the degree of investment risk the Board of Directors deems acceptable. The goal of the endowment is to exist in perpetuity and, therefore, provide for funding in perpetuity. To attain this goal, the overriding objective of the endowment is to maintain purchasing power and, net of spending, to grow the aggregate portfolio value at the rate of inflation or greater over the endowment's investment horizon. Specific performance standards have been formulated for the endowment. Underlying these standards is the belief that the management of the endowment should be directed toward achieving the following investment objective.

The endowment taken as a whole should achieve a minimum three to five-year return (income, realized capital gains, and losses and unrealized capital gains and losses) equal to or higher than the three to five-year average of the three-month Treasury bill rate plus 3%.

Asset allocations are targeted at 30% to 70% equities, 20% to 70% fixed income, 0% to 25% alternative investments, and estimated one month of operating expenses in cash and cash equivalents. Investment allocations are spread between cash and cash equivalents, certificates of deposit, corporate bonds, preferred stock, common stock, and mutual funds.

A schedule of endowment net asset composition by type of fund as of June 30, 2024 follows:

	Without donor restrictions	With donor restrictions	Total
Donor-restricted endowment funds	\$ -	\$ 3,190,108	\$ 3,190,108
Board designated funds functioning as endowment	<u>2,720,645</u>	<u>-</u>	<u>2,720,645</u>
Endowment net assets, June 30, 2024	\$ 2,720,645	\$ 3,190,108	\$ 5,910,753

A schedule of endowment net asset composition by type of fund as of June 30, 2023 follows:

	Without donor restrictions	With donor restrictions	Total
Donor-restricted endowment funds	\$ -	\$ 3,043,640	\$ 3,043,640
Board designated funds functioning as endowment	<u>2,487,508</u>	<u>-</u>	<u>2,487,508</u>
Endowment net assets, June 30, 2023	\$ 2,487,508	\$ 3,043,640	\$ 5,531,148

YWCA Nashville & Middle Tennessee
Notes to Financial Statements
For the Years Ended June 30, 2024 and 2023

Note 10. Endowment Funds

A schedule of changes in endowment net assets follows for the years ended June 30, 2024:

	Without donor restrictions	With donor restrictions	Total
Endowment net assets, July 1, 2023	\$ 2,487,508	\$ 3,043,640	\$ 5,531,148
Dividends and interest	126,449	59,736	186,185
Realized and unrealized gain, net	183,590	86,732	270,322
Appropriations	<u>(76,902)</u>	<u>-</u>	<u>(76,902)</u>
Endowment net assets, June 30, 2024	\$ 2,720,645	\$ 3,190,108	\$ 5,910,753

A schedule of changes in endowment net assets follows for the years ended June 30, 2023:

	Without donor restrictions	With donor restrictions	Total
Endowment net assets, July 1, 2022	\$ 2,264,286	\$ 2,892,335	\$ 5,156,621
Dividends and interest	143,878	66,581	210,459
Realized and unrealized gain, net	179,342	84,724	264,066
Appropriations	<u>(99,998)</u>	<u>-</u>	<u>(99,998)</u>
Endowment net assets, June 30, 2023	\$ 2,487,508	\$ 3,043,640	\$ 5,531,148

Note 11. Leases

The YWCA leases storage and copiers under operating lease agreements that have initial terms ranging from two to four years.

Operating lease cost is recognized on a straight-line basis over the lease term. The components of lease expense are as follows:

	2024	2023
Operating lease cost	\$ 55,993	\$ 40,301

Supplemental statement of financial position information related to leases is as follows:

	2024	2023
Operating leases		
Operating lease right-of-use assets	\$ 120,084	\$ 152,080
Operating lease liabilities, current portion	\$ 47,373	\$ 61,470
Operating lease liabilities, net of current portion	<u>71,568</u>	<u>90,560</u>
Operating lease liabilities	\$ 118,941	\$ 152,030
Weighted-average remaining lease term		
Operating leases	2.80 years	3.58 years

YWCA Nashville & Middle Tennessee
Notes to Financial Statements
For the Years Ended June 30, 2024 and 2023

Note 11. Leases

Weighted-average discount rate		
Operating leases	5.49%	4.08%

Future undiscounted cash flows for the next five years and thereafter, and a reconciliation to the lease liabilities recognized on the statement of financial position are as follows as of June 30:

Years ending June 30,	Operating Leases
2025	\$ 47,373
2026	47,373
2027	23,309
2028	6,120
Thereafter	<u>7,140</u>
Total lease payments	131,315
Less imputed interest	<u>(12,374)</u>
Total present value of lease liabilities	\$ 118,941

Note 12. Contributions of Nonfinancial Assets

The YWCA is the recipient of numerous donated goods and services, which play a vital role in the YWCA's operations and in the sustaining of certain programs and activities. The following summarizes contributions of nonfinancial assets for the years ended June 30:

	2024	2023
Gift cards	\$ 5,114	\$ 2,400
Services	561	-
Supplies	<u>-</u>	<u>14,879</u>
Total revenues	\$ 5,675	\$ 17,279

Note 13. Retirement Plan

Employees of the YWCA participate in the Young Women's Christian Association of America Retirement Fund (the Fund) upon completion of two years of employment. The YWCA does not administer the Fund. Payments are made by the YWCA to the Fund on behalf of eligible employees based on the employee's compensation.

Pension expense recognized by the YWCA was approximately \$106,000 and \$107,000 for the years ended June 30, 2024 and 2023, respectively.

Note 14. Employee Retention Credit

Under the CARES Act, the Organization was eligible for a refundable Employee Retention Credit (ERC) subject to certain criteria. The Organization claimed an ERC of \$575,164 recognized as employee retention credit on the statement of activities for the year ended June 30, 2023.

YWCA Nashville & Middle Tennessee
Notes to Financial Statements
For the Years Ended June 30, 2024 and 2023

Note 15. Cash and Cash Equivalents Restricted for Long-term Assets

At June 30, 2024 and 2023, the YWCA had cash on hand and cash equivalents of \$1,993,568 and \$2,686,930, respectively, that was restricted for long-term assets related to the capital campaign. The amount reflected in the statement of cash flows for 2024 and 2023 of \$12,500 and \$2,775,000, respectively, reflects cash inflows of contributions from donors for long-term assets as part of the capital campaign for construction of long-term assets.

Note 16. Commitments and Contingencies

The YWCA has received certain federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could result in disallowance of expenditures, management believes any required reimbursements would not be significant. Accordingly, no provision has been made for any potential reimbursements to the grantors.

Note 17. Concentrations

The YWCA maintains cash balances at financial institutions whose accounts are insured by the Federal Deposit Insurance Company up to statutory limits. Management believes the YWCA is not exposed to any significant credit risk on its cash balances. Uninsured balances at June 30, 2024 and 2023 totaled \$2,465,263 and \$4,551,829, respectively.

For the year ended June 30, 2023, capital contributions were received from two donors which represented approximately 33% of total revenue received by the YWCA.

Note 18. Subsequent Events

Management has evaluated subsequent events through November 20, 2024, the date on which the financial statements were available for issuance.

Compliance Section

YWCA Nashville & Middle Tennessee
 Schedule of Expenditures of Federal Awards and State Financial Assistance
 For the Year Ended June 30, 2024

Grantor/pass-through grantor	Program name	Assistance Listing number	Contract number	Expenditures
Federal awards				
US Department of Treasury Metropolitan Government of Nashville and Davidson County	COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	L-5483	\$ 977,886
US Department of Housing and Urban Development Nashville Metropolitan Development and Housing Agency	Emergency Solutions Grant Program	14.231	N/A	38,500
US Department of Justice	Consolidated And Technical Assistance Grant Program to Address Children and Youth Experiencing Domestic and Sexual Violence and Engage Men and Boys as Allies	16.888	5JOVW-22-GG-01085-ENGA	95,538
US Department of Justice	Crime Victim Assistance/Discretionary Grants	16.582	2020-V3-GX-0137	140,440
US Department of Justice TN Department of Finance and Administration, Office of Criminal Justice Programs	Crime Victim Assistance	16.575	47729	135,483
US Department of Justice TN Department of Finance and Administration, Office of Criminal Justice Programs	Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services	93.671	47699	335,372
Office of Criminal Justice Programs	COVID-19 - Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services	93.671	47694	<u>120,312</u>
Total 93.671				455,684
US Department of Health and Human Services TN Department of Human Services	Temporary Assistance for Needy Families	93.558	76804	<u>754,598</u>
Total federal awards				2,598,129
State Financial Assistance				
TN Department of Finance and Administration, Office of Criminal Justice Programs	Victim Service State Grant	N/A	52245	<u>118,455</u>
Total state financial assistance				<u>118,455</u>
Total federal awards and state financial assistance				\$ 2,716,584

[See notes to schedule of expenditures of federal awards and state financial assistance](#)

YWCA Nashville & Middle Tennessee
Notes to the Schedule of Expenditures of Federal Awards
and State Financial Assistance
For the Year Ended June 30, 2024

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards and state financial assistance (the Schedule) includes the federal and state award activity of YWCA Nashville & Middle Tennessee (the YWCA) under programs of the federal and state government for the year ended June 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 US Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the YWCA, it is not intended to, and does not present the financial position, changes in net assets, or cash flows of the YWCA.

Note 2. Summary of Significant Accounting Policies

Basis of Accounting

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, or the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Indirect Cost Rate

The YWCA expended indirect costs using a multiple allocation base method and did not elect to use the 10% de minimis cost rate allowed under the Uniform Guidance.

Note 3. Noncash Awards

The YWCA did not receive noncash federal awards during the year.

Note 4. Subrecipients

The YWCA did not have any expenditures to subrecipients during the year.

Note 5. Contingencies

These programs are subject to financial and compliance audits by grantor agencies. The amount, if any, of expenditures that may be disallowed by the grantor agencies cannot be determined at this time, although the YWCA expects such amounts, if any, to be immaterial.



**Independent Auditor's Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance With *Government Auditing Standards***

Board of Directors
YWCA Nashville & Middle Tennessee

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of YWCA Nashville & Middle Tennessee (a not-for-profit organization, the YWCA), which comprise the statement of financial position as of June 30, 2024, the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements as listed in the table of contents, and have issued our report thereon dated November 20, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the YWCA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the YWCA's internal control. Accordingly, we do not express an opinion on the effectiveness of the YWCA's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the YWCA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Blankenship CPA Group, PLLC

Blankenship CPA Group, PLLC
Mt. Juliet, Tennessee
November 20, 2024



**Independent Auditor's Report on Compliance for Each Major Federal Program
and on Internal Control Over Compliance Required by the Uniform Guidance**

Board of Directors
YWCA Nashville & Middle Tennessee

**Report on Compliance for Each Major Federal Program
*Opinion on Each Major Federal Program***

We have audited YWCA Nashville & Middle Tennessee's (the YWCA) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the YWCA's major federal programs for the year ended June 30, 2024. The YWCA's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the YWCA complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the YWCA and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the YWCA's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the YWCA's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the YWCA's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the YWCA's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the YWCA's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the YWCA's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the YWCA's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Blankenship CPA Group, PLLC

Blankenship CPA Group, PLLC
Mt. Juliet, Tennessee
November 20, 2024

YWCA Nashville & Middle Tennessee
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2024

Section I. Summary of Auditor’s Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with US GAAP	Unmodified
Internal control over financial reporting	
Material weakness identified?	No
Significant deficiency identified?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major federal programs	
Material weakness identified?	No
Significant deficiency identified?	None reported
Type of auditor’s report issued on compliance for major federal programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No
Identification of major federal programs (Assistance Listing and name of federal program or cluster)	
21.027 COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	
93.558 Temporary Assistance for Needy Families	
Dollar threshold used to distinguish between type A and type B programs	\$750,000
Auditee qualified as low-risk auditee?	Yes

Section II. Financial Statement Findings

There were no findings required to be reported in accordance with *Government Auditing Standards*.

Section III. Federal Award Findings and Questioned Costs

There were no findings or questioned costs required to be reported in accordance with 2 CFR 200.516(a).

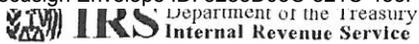
YWCA Nashville & Middle Tennessee
Summary Schedule of Prior Year Findings
For the Year Ended June 30, 2024

Section I. Financial Statement Findings

There were no prior year findings reported.

Section II. Federal Award Findings and Questioned Costs

There were no prior year findings or questioned costs reported.



Department of the Treasury
Internal Revenue Service
P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077583720
Sep. 28, 2016 LTR 4168C 0
62-0475702 000000 00

00033280
BODC: TE

YWCA NASHVILLE & MIDDLE TENNESSEE
1608 WOODMONT BLVD
NASHVILLE TN 37215-1524



018519

Employer ID Number: 62-0475702
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Aug. 24, 2016, regarding your tax-exempt status.

We issued you a determination letter in June 1942, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

4077583720
Sep. 28, 2016 LTR 4168C 0
62-0475702 000000 00
00033281

YWCA NASHVILLE & MIDDLE TENNESSEE
1608 WOODMONT BLVD
NASHVILLE TN 37215-1524

Sincerely yours,



Jeffrey I. Cooper
Director, EO Rulings & Agreement

Tennessee Secretary of State
Tre Hargett



Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

March 10, 2025

Mrs. SHARON K ROBERSON
1608 WOODMONT BLVD
NASHVILLE, TN 37215 USA

RE: Registration to Solicit Funds for Charitable Purposes

Organization Name: YWCA NASHVILLE & MIDDLE TENNESSEE

CO Number: CO224

Renewal Date: 12/31/2025

Dear Mrs. SHARON K ROBERSON :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501, *et seq.* the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at <https://sos.tn.gov/charities>. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars (\$5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

A handwritten signature in black ink that reads "Tre Hargett".

Tre Hargett
Secretary of State

Tracking Number
2025106652

Application to Renew Registration of a Charitable Organization



Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/charities

CO Number: CO224
Filed: 03/07/2025 03:57 PM
Tre Hargett
Secretary of State

Organization Information

Legal Name of the Charitable Organization: YWCA NASHVILLE & MIDDLE TENNESSEE

Legal entity type of the Organization: Corporation

Business Services Control Number: 000080300

FEIN: 62-0475702

Initial Registration Date: 11/14/1985

Renewal Date: 03/31/2025

Has your fiscal year ending month changed since your last renewal?

Yes No

Fiscal Year Ending Month: June

When and where was the organization legally established

Date: 07/01/1898

Country: USA

City/State: NASHVILLE, TN

County: Davidson

Has your Principal Office address changed since your last renewal?

Yes No

Principal Office Address

1608 WOODMONT BLVD
USA, NASHVILLE, TN 37215

Has your Mailing address changed since your last renewal?

Yes No

Mailing Office Address

1608 WOODMONT BLVD
USA, NASHVILLE, TN 37215

Contact Information for the Charitable Organization

Contact Name: Mrs. SHARON K ROBERSON

Telephone Number: (615) 983-5141

Fax Number: (615) 385-9754

Email: sharonkroberson@ywcanaashville.com

Website: www.ywcanaashville.com

Current names used by the charity organization

Do you need to modify other names that the charity solicits under?

Yes No

Has the organization registered in any other state(s)?

Yes No

Does the charity have other offices, chapters, branches, affiliates or a parent?

Yes No

The category that best describes your organization

L - Housing, Shelter

The charitable purpose of the organization

YWCA Nashville and Middle Tennessee is dedicated to eliminating racism, empowering women and promoting peace, justice, freedom and dignity for all.

Tax & Financial Information

Has your tax exempt status changed since your last renewal?

Yes No

Last Fiscal Year Start: July 2023

Last Fiscal Year End: June 2024

Type of 990 Tax Form Filed: 990 (Long Form)

Government Grants	\$ 2,991,583.00
Total Revenue	\$ 8,986,669.00

Solicitation Information

Have you been enjoined by any court from soliciting contributions?

Yes No

Does your organization contract with or otherwise engage the services of any outside fundraising professional (such as a "professional fund-raiser," "paid solicitor," "fund raising counsel," or "commercial co-venturer")?

Yes No

Officer Information

Do you need to modify the current officers?

Yes No

List each officer, director, and trustee (at least 2 officers are required, and you must list officers who have or share the following titles: "Chief Financial Officer", "Custodian of Contributions", "Custodian of Final Distributions")

Latrina ADAMS
1608 Woodmont Blvd.
Nashville, TN 37215, USA
Title(s): Custodian of Contributions, Chief Fiscal Officer

KENDRA DEAS
1608 WOODMONT BLVD
USA, NASHVILLE, TN 37215
Title(s): President

Mrs. SHARON K ROBERSON
1608 WOODMONT BLVD
NASHVILLE, TN 37215, USA
Title(s): Chief Executive Officer, Custodian of Final Distributions

Ms. MICHELLE KENNEDY
1608 WOODMONT BLVD
USA, NASHVILLE, TN 37215
Title(s): Treasurer

Has any officer, director, manager, operator, or principal of the organization been the subject of an injunction, judgement, or administrative order or been convicted of a felony?

Yes No

Signature

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: LATRINA ADAMS

Date: 03/06/2025

Title: Chief Fiscal Officer

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Sharon K Roberson

Date: 03/06/2025

Title: Chief Executive Officer



Tre Hargett
Secretary of State

Division of Business and Charitable Organizations

Department of State

State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2555
Fax: 615-253-5173
sos.tn.gov/charities

Date: 03/06/2025

Invoice: 2025-71199

Customer Information

Mrs. SHARON K ROBERSON
YWCA NASHVILLE & MIDDLE TENNESSEE
1608 WOODMONT BLVD
NASHVILLE, TN 37215 , USA

Tracking Number	Description	Amount Paid
2025106652	YWCA NASHVILLE & MIDDLE TENNESSEE (CH Charitable Renewal)	\$ 10.00
Payment Details		
	Fee Total:	\$ 10.00
	Payment Total:	\$ 0.00
	Amount Due:	\$ 0.00
Payment Method		
	Payment Type: Credit Card	
	Check/Confirmation Number: 3893422962	

19
State of Tennessee



CHARTER OF INCORPORATION
OF

City
NASHVILLE YOUNG WOMEN'S CHRISTIAN ASSOCIATION
Tenn.

RECEIVED FEE, \$ 5.00

RECEIVED TAX, \$ -----

TOTAL, \$ 3.00

William W. Gooding

Secretary of State

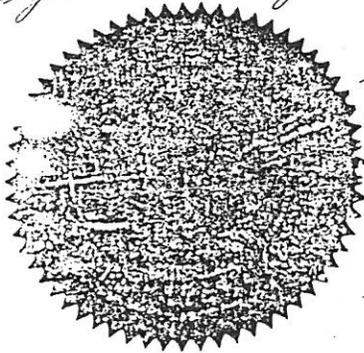
State of Tennessee



Department of State

I William W. Goodloe Secretary of State of the
 State of Tennessee do hereby certify that the annexed Instrument
 with Certificate of Acknowledgement and Registration were
 filed in my office and recorded on the 6th day of
 May 1910, in Corporation Record Book 9-6
 page 44.

In Testimony Whereof, I have hereunto subscribed my Official
 Signature, and by order of the Governor, affixed the Great
 Seal of the State of Tennessee, at
 the Department, in the City of
 Nashville, this 6th day of



May

A.D. 1910

William W. Goodloe
 Secretary of State.

GENERAL WELFARE FORM.

STATE OF TENNESSEE.

CHARTER OF INCORPORATION.

Be it known, that Lizinka Elliston, Kate Conrall Eastman,
Rebecca Allen Porter, Mary Wells Tolman, Anna Mus. Brown,
Delia Frances Bayless and Minerva C. McCulloch

are hereby created a body politic and corporate by the name and style of

NASHVILLE YOUNG WOMEN'S CHRISTIAN ASSOCIATION.

Chapter 142 of the Acts of 1875 and the amendments thereto and
under ~~Section~~ ^{of Sec. 2511 of Sturges's Code which provides for incorporation}

and Acts of 1909, Chapter 559 of the Laws of Tennessee which provides
for:

(2) "The encouragement, support and maintenance of Young Men's
Christian Associations and Young Women's Christian Associations for
the social, physical, intellectual and spiritual improvement of young
men and women."
The particular purposes for which this charter is sought are:

To establish and maintain a Young Women Christian Assoc-
iation at Nashville, Tennessee, the immediate purpose of which shall
be to advance the physical, social, intellectual, moral and spiritual
interest of young women.

This corporation shall have all the general powers of a corpora-
tion not for profit as set forth in Chapter 142 of the Acts of 1875
and the Acts amendatory thereto, and shall have power and authority
to acquire any real or personal property, and to take, receive and
hold any and all gifts, bequests, devises of property for the purposes
of said corporation, subject to such limitations and conditions as the
donor or testator may attach thereto.

The general powers of said Corporation shall be to sue and be sued by the corporate name, to have and use a common seal, which it may alter at pleasure; if no common seal, then the signature of the name of the Corporation by any duly authorized officer shall be legal and binding; to purchase and hold, or receive by gift, bequest, or devise, in addition to the personal property owned by the Corporation, real estate necessary for the transaction of the corporate business, and also to purchase or accept any real estate in payment or in part payment of any debt due to the Corporation, and sell the same; to establish by-laws, and make all rules and regulations not inconsistent with the laws and Constitution deemed expedient for the management of corporate affairs; and to appoint such subordinate officers and agents, in addition to a President and Secretary or Treasurer, as the business of the Corporation may require, designate the name of the office and fix the compensation of the officer.

The said five or more incorporators shall, within a convenient time after the registration of this charter in the office of the Secretary of State, elect from their number a President, Secretary and Treasurer, or the two last offices may be combined into one, said officers and the other incorporators to constitute the first Board of Directors. In all elections each member to be entitled to one vote, either in person or by proxy, and the result to be determined by the majority of the votes cast. Due notice of any election must be given by advertisement in a newspaper, personal notice to the members, or a day stated on the minutes of the Board six months preceding the election. The Board of Directors shall keep a record of all their proceedings, which shall be at all times subject to the inspection of any member. The Corporation may establish branches in any other county in the State, any number not exceeding 36

The Board of Directors may have the power to increase the number of Directors to ~~any number not exceeding 36~~ they deem the interest of the Corporation requires such increase; and the first or any subsequent Board of Directors may have the power to elect other members, who, on acceptance of membership, shall become incorporators equally with the original incorporators. The Board of Directors shall have the right to determine what amount of money paid into the treasury shall be a prerequisite for membership, or, if necessary, what amount shall be thus annually paid; and a failure thus to pay shall, in the discretion of the Directors, justify the expulsion of said defaulting member. The term of all officers may be fixed by the by-laws, the said term not, however, to exceed three years. All officers hold over until their successors are duly elected and qualified.

The general welfare of society, not individual profit, is the object for which this charter is granted, and hence the members are not stockholders in the legal sense of the term, and no dividends or profits shall be divided among the members. The members may at any time voluntarily dissolve the Corporation by a conveyance of its assets and property to any other corporation holding a charter from the State for the purposes not of individual profit, first providing for corporate debts.

A violation of any of the provisions of this charter shall subject the Corporation to dissolution at the instance of the State.

This charter is subject to modification or amendment; and in case said modification or amendment is not accepted, corporate business is to cease, and the assets and property, after the payment of debts, are to be conveyed, as aforesaid, to some other corporation holding a charter for purposes not connected with individual profit. Acquiescence in any modification thus declared shall be determined in a meeting specially called for that purpose, and only those voting in favor of the modification shall thereafter compose the Corporation.

The means, assets, income or other property of the Corporation shall not be employed directly or indirectly for any other purpose whatever than to accomplish the legitimate objects of its creation, and by no implication shall it possess the power to issue notes or currency, deal in currency, notes, or coin, buy or sell products, or engage in any kind of trading operation, nor hold any more real estate than is necessary for its legitimate business.

Expulsion shall be the only remedy for the non-payment of dues by the members, and there shall be no individual liability against the members for corporate debts, but the entire corporate property shall be liable for the claims of creditors.

...we, the undersigned, apply to the State of Tennessee, by virtue of the laws of the land, for a Charter of Incorporation for the purposes and with the powers, etc., declared in the foregoing instrument.

This 5th day of May 1910

Lizinka Elliston Buford.
Kate Cantrell Eastman.
Rebecca Allen Porter
Mary Wells Tolman.
Anna Muse Brown
Delia Frances Bayles.
Minerva C. McCulloch

Witness

Minerva C. McCulloch

State of Tennessee---Davidson County.

Personally appeared before me, P. A. Shelton, Clerk of the County Court of said County, the within named

Minerva C. McCulloch

the bargainer, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand at office this 5th day of May, 1910

P. A. Shelton Clerk



STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, P. A. Shelton, Clerk of the County Court of said County, Minerva C. McCulloch a subscribing witness to the attached signatures who, being first duly sworn, depose and say that she is personally acquainted with the within named Lizinka Elliston Buford, Kate Cantrell Eastman, Rebecca Allen Porter, Mary Wells Tolman, Anna Muse Brown, and Delia Frances Bayles the bargainer, and that they

acknowledged the same in her presence to be their act and deed, for the purposes therein contained.

Witness my hand, at office, this 5th day of May, 1910.

P. A. Shelton Clerk

By D.



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

YWCA Nashville & Middle Tennessee
1608 WOODMONT BLVD
NASHVILLE, TN 37215-1524

March 4, 2016

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 80300 Status: Active
Filing Type: Nonprofit Corporation - Domestic

Document Receipt

Receipt # : 002503218 Filing Fee: \$20.00
Payment-Account - #36795 WALLER LANSDEN DORTCH & DAVIS LLP, NASHVILLE, TN \$20.00

Amendment Type: Articles of Amendment Image # : B0138-3344
Filed Date: 02/16/2016 3:51 PM

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Tre Hargett
Secretary of State

Processed By: Kevin Rayburn

Field Name	Changed From	Changed To
Filing Name	NASHVILLE YOUNG WOMEN'S CHRISTIAN ASSOCIATION	YWCA Nashville & Middle Tennessee

B0138-3344 02/15/2016 3:51 PM Received by Tennessee Secretary of State Tre Hargett

State of Tennessee



Department of State

Corporate Filings

312 Rosa L. Parks Avenue

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

ARTICLES OF AMENDMENT TO THE CHARTER (Nonprofit)

For Office Use Only

FILED

Corporate Control Number (If Known) 080300

Pursuant to the provisions of section 48-60-105 of The Tennessee Nonprofit Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. Please insert the name of the corporation as it appears of record:

Nashville Young Women's Christian Association

If changing the name, insert the new name on the line below:

YWCA Nashville & Middle Tennessee

2. Please check the block that applies:

[X] Amendment is to be effective when filed by the secretary of state.

[] Amendment is to be effective, (month, day, year)

(Not to be later than the 90th day after the date this document is filed.) If neither block is checked, the amendment will be effective at the time of filing.

3. Please insert any changes that apply:

a. Principal address: (Street) (City) (State/County) (Zip Code)

b. Registered agent:

c. Registered address: (Street) (City) (State/County) (Zip Code)

d. Other changes:

4. The corporation is a nonprofit corporation.

5. The manner (if not set forth in the amendment) for implementation of any exchange, reclassification, or cancellation of memberships is as follows:

6. The amendment was duly adopted on September 30, 2015 (month, day, year) by (please check the block that applies):

[] The incorporators without member approval, as such was not required.

[X] The board of directors without member approval, as such was not required.

[] The members

7. Indicate which of the following statements applies by checking the applicable block:

[] Additional approval for the amendment (as permitted by §48-60-301 of the Tennessee nonprofit corporation act) was not required.

[] Additional approval for the amendment was required by the charter and was obtained.

CEO Signer's Capacity

Signature

FEB 8, 2014 Date

PATRICIA G SHEA Name of Signer (typed or printed)

SS-4416

Filing Fee: \$20

RDA 1678

AMENDED AND RESTATED BY-LAWS
OF
YWCA NASHVILLE & MIDDLE TENNESSEE

ARTICLE I

Name

The name of the non-profit corporation is YWCA [of] Nashville & Middle Tennessee (“YWCA” or “Corporation”).

ARTICLE II

Purpose

The Corporation is an affiliated unit of the Young Women’s Christian Association of the USA, Inc. (“YWCA USA”) and maintains its membership affiliation in accordance with the Bylaws of the YWCA USA. The Corporation is dedicated to eliminating racism, empowering women and promoting peace, justice, freedom and dignity for all.

ARTICLE III

Membership

Section 1: Members

The Corporation shall not have “members” as such term is defined in the Tennessee Nonprofit Corporation Act; however, the Corporation may have non-voting members. Any person who supports and is committed to the furtherance of the Purpose of YWCA and makes an annual financial contribution may become a member and shall be entitled to all benefits of membership as established by the Board of Directors. The Board of Directors, in conjunction with the staff of the Corporation, may decide categories of membership as it sees fit. Members shall have no voting rights or control over the management of the Corporation.

Section 2: Membership Fees

The Board of Directors may from time to time establish fees for membership and services in the Corporation. In addition, this Corporation being organized exclusively for charitable purposes under Tennessee law, shall strive to make its services and products available to the appropriate general public without undue obstacles to access.

ARTICLE IV

Voting Delegates to National Meetings

Section 1: Qualification. Voting delegates to meetings of the YWCA USA shall be people so selected who have consented to individual acceptance of responsibility to further the achievement of the Mission of the Corporation.

Section 2: Selection. The Board of Directors shall appoint two voting delegates to meetings of the YWCA USA in accordance with the provisions of the Bylaws of the YWCA

USA, as applicable. At least one (1) of the voting delegates to the YWCA USA must be a volunteer.

ARTICLE V
Board of Directors

Section 1: Authority

The management of the Corporation shall be vested in a Board of Directors (the “Board of Directors”) of not less than twenty-five (25) nor more than fifty (50) members of the Board of Directors, with such powers as are defined in the Charter of Incorporation of the Corporation, as amended from time to time (“Charter”). At least seventy percent (70%) of the members the Board of Directors shall be comprised of women.

Section 2: Election

No person shall be eligible for election to the Board of Directors unless his or her name shall thus have been submitted to or nominated by said Nominating Committee (as defined in Article VII, Section1). Election of directors shall be held annually and nominees receiving a majority of the votes of members of the Board of Directors present shall be duly elected. In case of vacancies on the Board of Directors between elections, the Board of Directors may fill vacancies at any regular meeting of the Board of Directors. Newly elected/re-elected members shall fill unexpired terms of vacated directorships.

Sections 3: Removal

Any director may be removed by two-thirds vote of the Board of Directors with or without cause whenever in the judgment of the Board of Directors the best interest of the Corporation would be served by such removal.

Section 4: Terms

Terms of office of directors shall be three (3) years unless one has been elected to fill an unexpired term. A director may be re-elected to one (1) additional term. After serving two (2) consecutive terms, a director must be off the Board of Directors for at least one (1) year before being nominated, elected or appointed to additional terms; provided, however, a director may, following service of two consecutive terms, serve one additional year at the request of the CEO to fill an officer position on the Board of Directors.

Section 5: Meetings

Regular meetings of the Board of Directors shall be held bi-monthly or at such times as the Chair of the Board of Directors (the “Board Chair”) and the CEO shall determine. Special meetings of the Board of Directors may be called by the Board Chair or may be called upon written request of not less than four directors. The call for a special meeting shall specify the purpose or object of the meeting. Notice shall be sent in writing or via electronic mail to each director with the time, date and place of the meeting.

Section 6: Quorum

At all meetings of the Board of Directors, one third of the directors then in office shall constitute a quorum. The act of a majority of the directors present at a meeting in which a quorum is present shall be the act of the Board of Directors.

Section 7: Informal Action and Participation by Teleconference

Any action which may be taken at a meeting of the Board of Directors may be taken without a convened meeting if all directors consent to taking such action without a meeting. The affirmative vote of the number of directors that would be necessary to authorize or take such action at a meeting is the act of the Board of Directors. The action must be evidenced by one (1) or more written consents describing the action taken, signed by each director, and included in the minutes filed with the corporate records reflecting the action taken.

Directors may participate in and act at any meeting of the Board of Directors or its committees through the use of a telephone conference or other similar communications equipment, by means of which all persons participating in the meeting can communicate with each other. Participation by this method shall constitute attendance and presence in person at the meeting of the person(s) so participating.

Section 8: Committee Organization

The Board Chair and the CEO shall have the power to appoint standing or special committees with appropriate job descriptions as are necessary to effectively develop and guide the work of the Corporation. Such committees may include, but not be limited to, the following committees: Executive, Development, Finance, Program Implementation, Human Resources and Nominating Committees. All committees shall report their acts and proceedings to the Board of Directors.

**ARTICLE VI
Officers and Their Duties**

Section 1: Officers

The officers of the Corporation shall be a CEO (as described in Article VII), Board Chair, Board Chair-Elect, Secretary, Finance Chair/Treasurer, and such other officers as deemed necessary by the Board of Directors. All officers shall be elected by the Board of Directors. All officers shall hold a one year term of office or until their respective successors have been duly elected and qualified. No officer may serve more than two (2) consecutive one-year terms.

Section 2: Board Chair

The Board Chair shall preside at all meetings of the Board of Directors. With the Secretary to the Board or any assistant secretary or CEO, the Board Chair shall execute all legal papers, documents or other instruments ordered to be executed by the Board of Directors. The Board Chair shall appoint all committee chairs and shall perform such other duties as may from time to time be prescribed by the Board of Directors. The Board Chair shall be an ex-officio member of all committees of the Corporation.

Section 3: Board Chair-Elect

The Board Chair-Elect shall act in the absence or disability of the Board Chair.

Section 4: Former Board Chair

The Former Board Chair shall act in the absence or disability of both the Board Chair and Board Chair-Elect.

Section 5: Secretary

The Secretary or any assistant secretary together with the Board Chair or CEO shall execute such legal papers, documents or instruments as authorized by the Board of Directors. The Secretary shall see that accurate minutes of all meetings of the Board of Directors are kept.

Section 6: Finance Chair/Treasurer

The Finance Chair/Treasurer shall oversee the fiscal program of the Corporation and serve as Chair of the Finance Committee. The Finance Chair/Treasurer shall cause all funds of the Corporation to be deposited in depositories in the name of the Corporation and approved by the Board of Directors and shall manage and oversee the investments of the Corporation. The Finance Chair/Treasurer shall see that an accurate record is kept of Corporation funds and that adequate reports are made to the Board of Directors. All checks upon bank accounts of the Corporation shall be signed as directed by resolution of the Board of Directors. The Finance Chair/Treasurer shall see that appropriate employees of the Corporation are bonded and that an annual audit is made by a selected public accountant firm of all fiscal transactions by the Corporation.

**ARTICLE VII
COMMITTEES**

Section 1: Nominating Committee. There shall be a Nominating Committee consisting of six (6) members, three (3) from the Board of Directors, which shall include the Board Chair and Board Chair-Elect, one of whom shall serve as the chair of the Nominating Committee, and three (3) from the community. The CEO shall be an ex-officio member of the Nominating Committee. The members of the Nominating Committee shall be selected by the CEO and the Board Chair-Elect (the "Board Chair-Elect") which, in the event of the Board Chair serving a second term, shall be the current Board Chair. It shall be the duty of the Nominating Committee to develop objective criteria for the selection of potential directors and to nominate members for election by the Board of Directors. The Nominating Committee shall develop and maintain a list of potential and qualified candidates and present a slate of nominees for officers of the Board of Directors, members of the Board of Directors. The Committee presents candidates for vacancies occurring on the Board of Directors during the interim between regular elections. All members of the Nominating Committee shall be appointed in accordance with the requirements set forth in this section by the CEO and the Board Chair-Elect.

Section 2: Executive Committee. The Board Chair, Board Chair-Elect, former Board Chair, Secretary, Treasurer and up to seven (7) additional members as designated at the discretion of the Board Chair shall serve as the Executive Committee of the Board of Directors. The Executive Committee shall have full power and authority to supervise and act upon all

business requiring immediate attention during intervals between the regular meetings of the Board of Directors. The Board Chair shall serve as chair of the Executive Committee, and the CEO shall serve as staff officer of the Executive Committee. The Executive Committee will establish its own meeting schedule, and its actions and recommendations will be reported to the Board of Directors. Any actions taken by the Executive Committee must be ratified or approved by the Board of Directors at its next regularly scheduled meeting or at a special meeting of the Board of Directors, unless the Board of Directors directs otherwise.

Section 3: Finance Committee. The Finance Committee shall review all financial records of YWCA, make recommendations to the Board of Directors regarding all financial policies procedures and controls, and assist in the preparation and presentation of the annual budget. The Finance Chair/Treasurer, the Board Chair, CEO and VP of Finance for YWCA shall be members of the Finance Committee. Other members at large may be appointed by the Finance Chair/Treasurer.

Section 4: Special Committees. The Board Chair may appoint special committees for specific studies, concerns, or events related to the work of YWCA, when such responsibilities are not delegated to standing committees of the Board of Directors.

ARTICLE VIII Chief Executive Officer

Section 1: The management of YWCA shall be entrusted by the Board of Directors to a Chief Executive Officer (the “CEO”).

Section 2: The President/CEO is the chief executive officer of YWCA and is accountable to the Board of Directors. The CEO shall be appointed by the Board of Directors and shall serve as an ex-officio officer of the Board of Directors. The Corporation’s Chief Operating Officer, if there is one at the time, or an officer specifically appointed by resolution of the Board of Directors to act in the place of the CEO, shall act in the absence or disability of the CEO.

ARTICLE IX Fiscal Year

The fiscal year begins on July 1 and ends on June 30.

ARTICLE X Amendments

These Bylaws may be amended at any meeting of the Board of Directors at which there is a quorum by a two-thirds vote of the Directors present and voting, provided, however, that a copy of such proposed amendment has been submitted in writing to the Board Chair who shall present the same to the Board of Directors for its consideration prior to the meeting at which the proposed amendment is to be voted upon.

ARTICLE XI
Indemnification and Insurance

Section 1: Indemnification

The policy of the Corporation is to indemnify and hold harmless any officer, director or other agent of the Corporation, their personal representatives and heirs, to the fullest extent permitted by law, against expenses, including counsel fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any threatened, pending, or completed action, suit or proceeding to which such person may become involved by reason of the person being or having been an officer, director or other agent of the Corporation,, if such person (i) acted in good faith, (ii) reasonably believed that, if acting in such person's official capacity with the Corporation, such person's conduct was in the Corporation's best interest or, in all other cases, at least not opposed to its best interests, and (iii) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful. Provided, however, that in the event of a settlement the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition and not exclusive of all other rights which such member of the Board, officer or other agent is entitled.

ARTICLE XII
Standards of Conduct; Conflicts of Interests

Section 1: Standards of Conduct

A Director shall discharge the duties of the office as a Director, including duties as a member of any committee of the Board of Directors (i) in good faith, (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and (iii) in a manner and Director reasonably believes to be in the best interest of the Corporation. A Director must disclose, or cause to be disclosed, to the other board or committee members information not already known by the other board or committee members but known by the Director to be material to the discharge of their decision-making or oversight functions, except that disclosure is not required to the extent that the Director reasonably believes that doing so would violate a duty imposed by law, a legally enforceable obligation of confidentiality, or a professional ethics rule.

Section 2: Conflict of Interest

Members of the Board of Directors shall not knowingly engage in any activities or transactions in material conflict with their duties and obligation to the Corporation. A copy of the current Conflict of Interest Policy will be distributed to the Board of Directors annually.

Section 3: Business Dealings

Directors shall not conduct private business in a manner which places them at a special advantage because of their relationship with the Corporation or any employee, agent, officer or director thereof.

Section 4: Obligation to Disclose

Any duality of interest or possible conflict of interest on the part of any Director should be disclosed to the other members of the Board of Directors and made a matter of record, either through an annual procedure or when the interest first becomes a matter of Board interest or action.

Section 5: Reliance on Experts

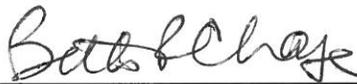
In discharging the duties as a Director of the Corporation, a Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

- (i) One or more officers or employees of the corporation whom the Director reasonably believes to be reliable and competent in the matters presented;
- (ii) Legal counsel, public accountants, or other persons as to matters the Director reasonably believes are within the person's professional or expert confidence; or,
- (iii) A committee of the Board of Directors of which such Director is not a member if the Director reasonably makes reliance otherwise permitted by Section 1 of this Article, above.

**ARTICLE XIII
Constitution and Board of Director Bylaws**

These Bylaws replace and supersede in their entirety the Constitution of the Corporation and any bylaws of the Board of Directors of the Corporation.

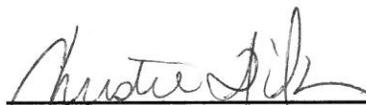
Date 3/23/16



Board Chair, Beth Chase



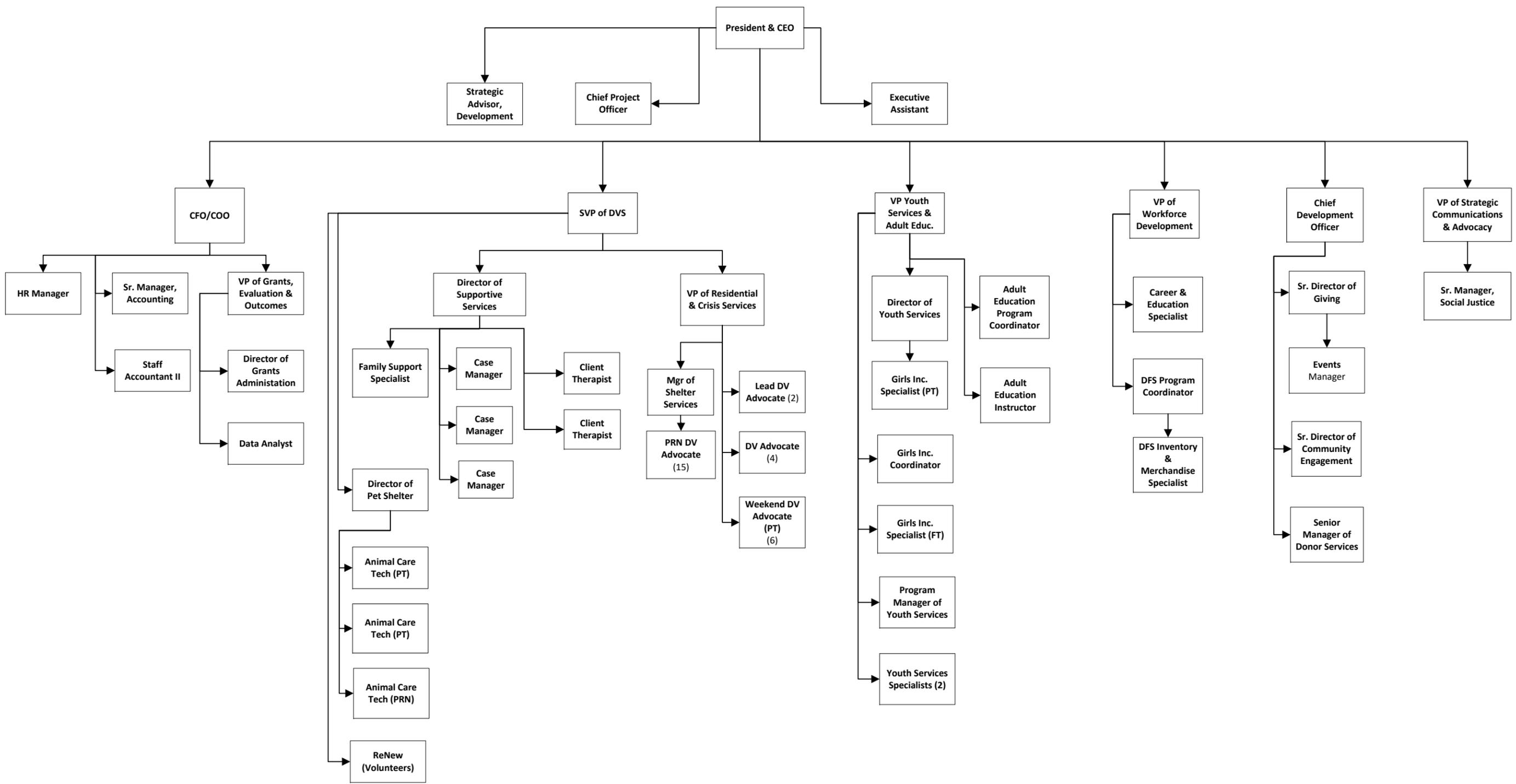
CEO, Patricia Glaser Shea



Secretary, Christie Wilson

Amended on 3/23/16 at regular meeting of the Board of Directors.

YWCA Nashville & Middle Tennessee Organization Model – FY 26



PASS THE BEAUTY, INC.

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

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

This Grant Contract issued and entered into pursuant to Substitute BL 2025-833, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Pass the Beauty, Inc. ("Recipient"), is for the provision of the Beauty and Wellness Mental Peer Support Circle program, an innovative initiative that integrates trauma-informed beauty and wellness services with mental health support to empower individuals impacted by interpersonal violence, further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

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

- i. Serve 35 women annually through the Beauty and Wellness Peer Support Circles.
 - a. All funded staff or staff working in the Family Safety Center must meet the Office of Criminal Justice Programming (OCJP) Family Justice Center (FJC) training requirement through training provided or approved by the Metropolitan Government of Nashville and Davidson County's Office of Family Safety.
- ii. Provide individual mentorship to 20 women and young adults facing relationship violence.

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 and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing upon contract **July 1, 2025, and ending on June 30, 2026.** Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **ten thousand dollars (\$10,000).** The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

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

Recipient must send all invoices to Sean McGuire seanpmcguire@jnsnashville.gov.

Final invoices for the contract period should be received by Sean McGuire by August 15, 2026, Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro's Office of Family Safety Sean McGuire @ seanpmcguire@jnsnashville.gov) within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.

- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.

- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.

- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.

- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. **STANDARD TERMS AND CONDITIONS:**

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.

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

- 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.3.1 **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.3.2. Termination—Notice. Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.3.2.a. The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- D.3.2.b. Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.3.3. Termination –Funding. The 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 the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant 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.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed

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

independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

D.9. **Reporting.** The Recipient must submit an **Interim Report** by no later than **January 31, 2026**. A **Final Program Report** is to be received by the Office of Family Safety within 45 [forty-five] days (**August 15, 2026**) of the end of the Grant Contract. Said reports shall detail the Recipient's progress on each of the core metrics identified in the grant solicitation and any program specific and/or outcome measure identified in the Recipient's Grant Spending Plan as funded under this Grant Contract.

Additional metrics may be requested over the course of this cycle. Program Reports must be submitted to LaToya Townsend at OFS Finance and Grants
OFSFinanceGrants@jnsnashville.gov.

D.10. **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.11. **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.11.1 General Liability Insurance

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

D.11.2 Automobile Liability Insurance

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

D.11.3 Sexual Molestation and Abuse Insurance

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

D.11.4 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 Recipient 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, Recipient'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 Recipient's insurance and shall not contribute with it.

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

D.11.5

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

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

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.

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 Recipient 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.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **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. 14. **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.

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

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

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

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.23. **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:
LaToya Townsend
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5159 phone

Latoyatownsend@jjsnashville.gov
ofsfinancegrants@jjsnashville.gov

For enquiries regarding invoices:
Sean McGuire
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5072

seanpmcguire@jjsnashville.gov
ofsfinancegrants@jjsnashville.gov

Recipient

Cintoria Franklin, Executive Director
Pass the Beauty, Inc.
3652 Chesapeake Dr
Nashville, TN 37207

D.24. **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

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

contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

- D.25. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-1-1 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D. 26 **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.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

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

RECIPIENT: Pass the Beauty, Inc.

By:  _____

Title: Cintoria Franklin, Executive Director

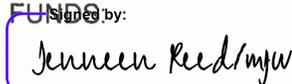
Grant contract between the Metropolitan Government of Nashville and Davidson County and Pass the Beauty, Inc. Contract # _____

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:**

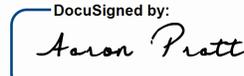


Department Head- Office of Family Safety

APPROVED AS TO AVAILABILITY OF
FUNDS

DocuSigned by:

62377A2A8742469...

Director of Finance

DocuSigned by:

DB59844A2DE04C4...

Office of Management and Budget

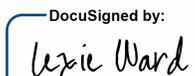
APPROVED AS TO RISK AND
INSURANCE

DocuSigned by:

68804BF512FD741C...

Director of Insurance

APPROVED AS TO FORM AND
LEGALITY

DocuSigned by:

6A5DC7C9494242F...

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY
GRANT SPENDING PLAN**

RECIPIENT NAME:	Pass the Beauty, Inc.
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 07/01/25 through 06/30/26				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	5,000	70,000	75,000
	Benefits and Taxes [15%]		750	750
	Professional Fees	5,000	15,000	20,000
	Supplies	0	5,000	5,000
	Communications	0	5,000	5,000
	Postage and Shipping	0	1,000	1,000
	Occupancy	\$0.00	3,000	3,000
	Equipment Rental and Maintenance	0	4,600	4,600
	Printing and Publications	0	2,500	2,500
	Travel/ Conferences and Meetings	0	6,000	6,000
	Insurance	0	2,400	2,400
	Specific Assistance to Individuals	0	17,500	17,500
	Other Non-Personnel	0	5,000	5,000
	GRAND TOTAL	10,000	137,750	147,750

John Cooper
MAYOR

Metropolitan Government of Nashville and Davidson County
Recipient of Direct Appropriation
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
Certifications of Assurance

Recipient Name

DEPARTMENT OF FINANCE
700 2ND AVENUE SOUTH, SUITE 201
NASHVILLE, TENNESSEE 37210

As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall 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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Cintoria Franklin

Signature of Authorized Representative

Name: Cintoria Franklin

Title: Executive Director

Agency Name: Pass the Beauty, Inc.

Date: July 17, 2025

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Metropolitan Government of Nashville and Davidson County

**Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement**

Department of Finance
700 President Ronald Reagan Way, STE
201
Nashville, Tennessee 37210

Cintoria Franklin, Pass the Beauty Inc.

July 17, 2025

As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: [Non-Profit Grant Resources](#)
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

Cintoria Franklin

Signature of Authorized Representative

Name: Cintoria Franklin

Title: Executive Director

Agency Name: Pass the Beauty, Inc.

Date: July 17, 2025

View results

Respondent

6 Anonymous

10:56

Time to complete

1. Agency/ Organization Name *

Pass the Beauty, Inc.

2. Project Name *

Beauty and Wellness Circles`

3. Funding Amount Requested *

10000

The value must be a number

4. Programmatic Point of Contact Name *

Cintoria Franklin

5. Programmatic Point of Contact Email Address & Phone Number *

passthebeautynonprofit@gmail.com, 615-821-6669

6. Fiscal Point of Contact Name *

Carla Bourdeau

7. Fiscal Point of Contact Email Address & Phone Number *

cbourdeau@bourdeauconsultingllc.com

8. Type of Proposed Service *

- Advocacy
- BIP Pilot (OFS Approved model)
- Court Watch
- Establishing or expanding upon a citywide interpersonal violence survivor voices committee and speakers bureau
- Legal Assistance
- Outreach/Marketing
- Transitional Housing
- Therapy
- Other (special one-time project)

9. Interpersonal Violence Focus (Please mark all that apply) *

- Domestic/Dating Violence
- Vulnerable Adult/Elder Abuse
- Sexual Assault
- Child Abuse
- Human Trafficking
- Stalking

10. **Proposal Abstract:** The Proposal Abstract must provide a summary of the proposed project, including the purpose of the project (including goal and intended outcome), primary activities for which funds are requested, who will benefit (including geographic area to be served), products and deliverables, and how the applicant will measure progress in completing project goals and objectives. Please do not summarize past accomplishments in this section. Briefly describe your agency's experience addressing interpersonal violence. Describe the skills/experience needed for the proposed project. *

Pass the Beauty, Inc. is an integral partner in creating a Nashville that is safe from domestic and community violence. Founded by a domestic violence survivor, PTB, Inc. focuses on empowering men, women, and children of all ages to live lives free from violence and abuse, whether it be intimate partner violence, caretaker abuse, or bullying. Through a combination of one-on-one mentoring, workshops, support groups, exciting community outreach events, and advocacy and education, PTB has created a community in which members feel able to live their most empowered, free lives. PTB brings a human touch to violence prevention, uplifting survivors' voices and helping them find agency on their path to finding freedom and safety. We have served more than 600 Nashville-based women and families a year in their journey to safety.

Pass the Beauty Inc. seeks funding for our signature Beauty and Wellness Mental Peer Support Circle program, an innovative initiative that integrates trauma-informed beauty and wellness services with mental health support to empower individuals impacted by interpersonal violence. The goal of this program is to improve mental and emotional well-being for Black Women while restoring a sense of dignity, self-worth, and healing through culturally responsive care. Attendees will learn about topics like healthy relationships and abuse prevention, self-advocacy for mental and physical health, and community resources. We also provide education around basic life skills, which may not have been developed during the isolation of an abusive relationship: paying bills and financial literacy, hygiene, and best practices in job-seeking and interview prep. Women will also provide peer support to one another, sharing hope and realizing they are not alone. Over the course of our program year, Pass the Beauty will lead four sessions of our weekly Beauty and Wellness Circles out of OFS offices and virtually, hosting up to 35 women in groups and providing additional one-on-one mentorship and support to 15 participants. Our program is led by professionals skilled in mental health, trauma recovery, wellness, and culturally competent care, with all sessions facilitated by a Licensed Professional Mental Health Counselor. Further mentorship will be provided by Pass the Beauty's founder and volunteers, who are trained and experienced in providing peer support, crisis intervention, and connection to outside benefits. Our partnership with OFS means we are able to leverage all available resources provided by the City of Nashville for our clients.

Pass the Beauty Inc. has a demonstrated commitment to addressing interpersonal violence through trauma-informed programming. For this project, skilled professionals in mental health, trauma recovery, wellness, and community advocacy are essential. Staff and volunteers will be trained in culturally competent practices, peer support, crisis intervention, and holistic healing approaches to ensure a supportive and effective experience for all participants. Through attendance reports, surveys, interviews, and individual focus groups, we expect the following outcomes:

-PTB will host four Beauty and Wellness Peer Support Circles for 35 women, offer more than 30 individual programming hours over the course of the year, with the majority of participants attending at least 60% of sessions or more. 90% of attendees will report an increase in self-worth, self-image, understanding of healthy relationships, and awareness of further resources to assist in combating relationship violence.

-Provide individual mentorship to at least 15 program participants, with a target of making 40 referrals to external services and resources (mental health counseling, housing, benefits, etc.). 90% of mentees will report increased support, empowerment, and trust in mentor relationships.

11. Briefly describe the primary (overarching) goal of your project. Describe why the proposed project is essential for victims of interpersonal violence. *

Access to wrap-around, low-barrier, and culturally competent services continues to be one of the main challenges facing Pass the Beauty's community of survivors. Often, the women we serve lack awareness of the resources available to them, or feel unsafe seeking services with local law enforcement and other institutions, wherein there is a lack of historic trust. Additionally, services to victims of domestic violence are often not geared towards the experiences or culture of Black women. Pass the Beauty can meet these women where they are; our staff and volunteers reflect their backgrounds and lived experience, and create a warm, accepting environment that may be lacking in more clinical settings.

Pass the Beauty's Beauty and Wellness Peer Support Circles offer a comprehensive approach to violence prevention and mental health education through community-based support groups that create a sense of fellowship between survivors and women hoping to learn healthy relationship skills. Led by our founder, Cintoria Franklin and other experienced advocates, the program empowers participants with tools to prevent violence and build resilience. We focus on building positive self-image and offer women special opportunities for self-care, including healing-focused beauty sessions led by local technicians trained in peer support. Participants leave our programs with a network of caring peers, involved mentors, access to new financial and mental health resources, and a greater sense of self-worth and new goals for success. Together, these efforts aim to build a safer, healthier community for Black women by addressing the root causes of violence and promoting long-term wellness.

12. List each project goal and the specific activities this project will fund to accomplish each goal. Include an estimate for the number of unique clients to be served by the project. Describe the proposal's ability to meet Nashville community needs not already met by OFS and its Family Safety Centers. *

Goal 1: Serve 35 women annually through the Beauty and Wellness Peer Support Circles

Pass the Beauty's Beauty and Wellness Peer-Support Circles offer a safe, welcoming, non-judgmental place for victims of domestic violence to seek resources, sisterhood, and support. A licensed mental health counselor facilitates therapeutic conversation and peer-to-peer mentorship to help uplift women facing relationship violence. Attendees learn about topics like healthy relationships and abuse prevention, self-advocacy for mental and physical health, and community resources. We also provide education around basic life skills, which may not have been developed during the isolation of an abusive relationship: paying bills and financial literacy, hygiene, and best practices in job-seeking and interview prep. Women will also provide peer support to one another, sharing hope and realizing they are not alone. Studies show peer support groups significantly decrease the rate of hospitalization for mental health issues, reduce costs around both physical and mental health services, and improve quality of life for participants. We hope to serve 8-10 weekly participants during 4, three-month sessions of our support group. Sessions are held alternatingly both in-person and virtually, making them accessible for women with various schedules and transportation and childcare needs.

Goal Two: Provide Individual Mentorship to 20 Women and Young People Facing Relationship Violence

Activities: Many of our clients are leaving financially abusive situations or setting out independently for the first time in their lives, and creating a solid base of financial and material support as they go through times of transition helps guarantee their stability and keeps them from returning to abusive environments. Our one-on-one mentorship is customized to the unique needs of each client: we may go over resumes and practice for job interviews, sign up for benefits with our community partners, or simply provide a warm and friendly listening ear. By creating deep, personal relationships with our mentorship clients, we are able to provide a safe space where they know they can find mental and emotional support on their journey to safety. This individual and human touch is the core of our work in the community.

13. Describe how the agency/organization will quantify and measure this project's success in improving public safety and the well-being of the target population. List success metrics for the project including but not limited to the number of clients served. *

Activity 1: Host 35 Women in Four Sessions of Beauty and Wellness Peer Support Circles

Measurement and Metrics for Success:

-PTB will track weekly attendance and total program hours, with a goal of 8-10 attendees per session and participants attending at least 60% of all sessions. A total of 35 one-hour sessions will be offered annually.

-The program will document the number of referrals to external services, including mental health support, financial counseling, housing assistance, and public benefits, with the goal of making at least 40 referrals over the program year.

-Participant outcomes will be measured through pre- and post-program surveys, focus groups, and one-on-one interviews. These will assess changes in emotional openness, social connection, and personal development, including:

80% of attendees to report forming a new, positive relationship with a peer or mentor.

80% to feel more comfortable expressing emotions in both group and individual settings.

80% to report improved self-image, self-compassion, and self-worth.

80% to demonstrate increased understanding of what constitutes a healthy relationship.

Activity 2: Provide Individual Mentorship to 20 Women and Young People Experiencing Relationship Violence

Measurement and Metrics:

-PTB will track the total number of mentorship hours delivered, with a target of at least 40 individual mentorship hours provided to 20 participants.

-PTB will track referrals to external benefits and supports, such as housing, employment, benefits coordination, and mental health services, with the goal of referring 90% of mentees to at least one outside resource

-Qualitative outcomes will be captured through individual conversations and surveys to document mentees' emotional development and increased sense of agency, including:

90% of mentees will report having formed a trusted relationship with their mentor and plan to maintain contact

90% will express feeling more supported and less alone, thanks to the relationship with their mentor

80% will report receiving at least one referral to an external service.

90% will report feeling more empowered and having greater clarity about their next steps toward stability and growth.

14. **Eligibility Criteria:** Describe the safeguards this project will have to ensure that the funds awarded benefit Nashville and Davidson County residents only. *

All participants in Pass the Beauty's Beauty and Wellness Circle fill out intake forms, which include name, current residence, and phone number, as well as proof of identity through a driver's license, lease, utility bills, and other accessible proofs of identification. If residents do not reside in Nashville or Davidson County, they will be referred to resources and supports located closer to their place of residence.

15. Describe how this project will reach underserved and marginalized Nashville & Davidson County residents including LEP individuals. *

An estimated 1 in 3 women will experience physical violence at the hands of an intimate partner during their lifetime. PTB serves black women from the Nashville area who are in need of culturally competent services, with a particular focus on Antioch, South, and North Nashville Areas. Most of our clients live at or below the poverty line--many are experiencing homelessness or the threat of losing stable housing should they leave their current relationship. Frequently, our clients are also in need of connection with employment, government benefits, and counseling. The majority of our clients have one or more children, adding an additional layer of need and difficulty in leaving abusive situations. Clients are referred to us through past participants, engagement at community events, and through community partners like the Matthew Walker Health Center, relationships with members of the justice system like Judge Allegra Birdine and Judge Robin Kimbrough Hayes, and the Office of Family Safety.

16. Describe the impact on the target population if the requested funds are not awarded. *

Reaching out and asking for help can be one of the scariest things a woman caught in the cycle of domestic violence can do. Shame and fear of judgment can be some of the biggest motivators for staying in an abusive relationship---if victims feel like those offering services won't be able to understand their backgrounds or motives, it can keep them from seeking assistance. This is especially true for Black women, who have been historically marginalized by community support systems. Agencies that can offer help may suffer from ties to historic wrongdoing and harm, including law enforcement and CPS. Pass the Beauty's staff of culturally competent and inclusive Black women helps assuage these fears and create a sense of shared experience with our clients. Our clients know that our staff and volunteers live and work in their own neighborhoods, and can relate to their struggles in supportive, non-judgmental ways while providing them with resources relevant to their own needs and experiences. Without these culturally credible support services, Black women may continue to shy away from community support and continue feeling trapped in harmful situations.

17. Describe the agency's/organization's collaborative history with the Metro Office of Family Safety (including the FSC or JCAC). Please describe any prioritization of high-risk Family Safety Center clients. *

Pass the Beauty has enjoyed a supportive, collaborative relationship with OFS. We have served Nashville Strong clients and participants at our Christmas programs, offering gifts, fellowship, and holiday cheer to OFS clients in need. We have also offered one of our Beauty and Wellness Circles at the OFS offices, co-housing our programs with the resources offered by OFS and lowering barriers to attendees receiving the additional supports OFS offers. The collaboration has been successful in bringing participants from our client base into public offices they might otherwise not visit, while allowing us to make easy referrals to city resources and build relationships between participants and other agencies.

18. Explain how the agency will successfully monitor the project's operations, outcomes, and budget. Include the name and position of the person(s) responsible for monitoring and oversight. *

Project Operations and Outcomes:

Cintoria Franklin, Program Director, will be responsible for overseeing all day-to-day operations and programmatic outcomes. She will ensure that services are delivered as planned, participant engagement is maintained, and activities align with project goals. Ms. Franklin will track key performance indicators such as attendance, participant progress, satisfaction surveys, and emotional wellness assessments. She will facilitate regular team meetings to review progress, address challenges, and adjust strategies as needed to stay on target with deliverables and timelines.

Tonia Dixon, LPC, is an experienced mental health provider who facilitates Pass the Beauty's support groups. Tonia works with our survivors in a group and one-on-one setting to provide emotional support and mental health resources. She has served a variety of populations within several settings, including long-term care, the court and judicial systems, and drug treatment courts.

Budget Management:

The project's financial oversight will be led by CPA Carla V. Bourdeau, MSA, CPA, CFE, ACDA, Owner and CEO of Bourdeau Consulting LLC. Ms. Bourdeau will manage all aspects of budget tracking and compliance, including financial reporting, expense monitoring, and alignment with grant requirements. She will ensure fiscal transparency and accountability and provide regular financial updates to leadership. She can be reached at cbourdeau@bourdeauconsultingllc.com.

19. Describe the agency's/organization's experience in programmatic and fiscal management in the specific area of work proposed. *

Since 2014, Pass the Beauty has provided domestic violence prevention, community events, and support services for thousands of women and families across Nashville, managing hundreds of thousands of dollars in grant funding in the process. We retain a staff accountant and a financial management firm, as well as a grants manager to help with financial oversight of our organization. We have successfully managed grants from the City of Nashville, as well as major Tennessee funders like the Community Foundation, the Healing Trust, and Vanderbilt University. Since our founding, we have served more than 300 participants annually through successful programs, including:

- One-on-one mentorship and counseling for domestic violence survivors, including connection to resources around housing, employment, and financial counseling

- Community programs and support groups focused on building systems of support for DV and bullying victims

- Popular community outreach events such a block parties, walks, and makeover days, which bring together community members in a fun and low-stakes environment to connect, learn about our work and seek resources, and increase awareness around DV issues

- Trainings focused on teaching community connectors, such as teachers, hairdressers, doctors, and healthcare providers, how to identify and support victims of domestic violence.

20. **Fiscal Compliance:** Describe how the agency/organization will ensure funds are used in accordance with the approved proposal. If the applicant receives any other Metro Funding, describe how (if at all) these funds will be used differently. Describe agency's/organization's plan for timely invoicing. Describe your plan for timely fiscal reporting. *

We have engaged a Certified Public Accountant (CPA) to oversee the allocation of all grant funds received, ensuring they are directed towards expenses related to the implementation of the Beauty and Wellness program. Our accounting system is specifically designed to link all expenditures with the respective programs or activities for which they were incurred. Should we receive other Metro Funding, the funds will be allocated towards additional costs of operating our Beauty and Wellness program, staffing costs, and our Youth Advocates for Education and Empowerment (YAE) and programmatic overhead. Our CPA will provide monthly reports to monitor expenditures across various budget categories, ensuring compliance with grant requirements and preventing overspending in any category. The reports will be provided to management for review one week before the submission due date to ensure timely invoicing.

21. Please provide the budget justification for the budget attachment sent with the solicitation. Please remember that funds cannot be used for printing and mailing agency materials unless they are provided to clients served under this grant and/or specified in the contract. *

Salaries and Wages - \$75,000 (\$5,000 Metro Request)

The annual salary of our Executive Director for \$75,000 for 40 hours per week. The Executive Director leads the organization's strategic vision, ensuring the delivery of high-quality programs and fostering partnerships that support survivors of domestic violence. This role involves overseeing day-to-day operations, managing staff, and driving fundraising efforts to ensure financial sustainability. See the attached job description for more information

Professional Fees - \$20,000 (\$5,000 Metro Request)

Salary for Pass the Beauty's consultant support group facilitator at \$50 an hour for five hours a week. Our support group facilitator is a licensed mental health counselor who plans and hosts our weekly support group meetings, as well as provides one-on-one mentorship and resources for our clients. The assistant helps with outreach, communication, marketing, and planning for support groups and other events as needed. Both roles are contract with job descriptions attached.

Budget Lines Not Requested in This Grant:

Benefits and Taxes - \$6,750

Benefits and payroll taxes calculated at \$15,000 of the Executive Director's Salary

Communications - \$5,000

Website hosting, telephone, internet, and other costs associated with the organization.

Occupancy - \$3,000

Office space rental for the organization.

Travel/Conferences and Meetings - \$6,000

Costs of travel and attendance for staff and volunteers to relevant professional development opportunities, conferences, trainings, and networking events.

Insurance - \$2,400

Workers' compensation insurance and liability insurance for programming, staff, and events.

Specific Assistance to Individuals - \$17,500

Direct aid and financial support for Domestic Violence survivors, including rent relief, utility costs, groceries, clothing, heating, and other necessary expenses.

Other Non-Personnel - \$5,000

Bookkeeping, grant assistance, and CPA costs to ensure financial management and grant compliance.

Postage and Shipping - \$1,000

Postage and shipping costs.

Printing and Publications - \$2,500 This will cover the cost of designing and printing flyers, informational materials, invitations, and other marketing materials.

Equipment Rental and Maintenance - \$4,600

Rental of equipment for events and fundraising activities, including AV equipment, computers, and technology, for support groups and community events like our Voices Against Violence walk.

Supplies - \$5,000

Program supplies for support groups, community events, outreach events, and trainings, including food, decorations, personal hygiene items, journals, art supplies, and more.

Total Metro Request: \$10,000

Total Organizational Budget: \$137,500

22. In detail, describe your proposal's timeline to completion. How will funds be spent by June 30, 2026? *

-Launch the first 12-week cohort of the Beauty and Wellness Peer Support Circle, serving 8-10 women referred to us by OFS, Matthew Walker Health Center, and other community-facing organizations.
-Begin intake and assessment of 5-7 clients for individual mentorship.
-Document and record participant data, monitor programs via surveys and individual check-ins
-Ongoing outreach efforts to community organizations such as Black Mental Health Village, CJ Colas Uterine Cancer Foundation, and other community connectors to bring new participants into programming.
Quarter 2 (October- December)
-Launch the second 12-week cohort of the Beauty and Wellness Peer Support Circle, serving 8-10 women.
-Ongoing mentorship of 5-7 individual mentees, with intake provided for 5 new mentees.
-Document and record participant data, outcomes for mentees, monitor programs via surveys and individual check-ins, as well as continued outreach efforts
-Hold annual Christmas program in partnership with OFS programming.
Quarter 3 (January-March)
-Launch the third 12-week cohort of the Beauty and Wellness Peer Support Circle, serving 8-10 women.
-Ongoing mentorship of 10-15 individual mentees, with intake provided for 5 new mentees and strategic evaluation of mentee relationships to see who needs ongoing support.
-Document and record participant data, outcomes for mentees, monitor programs via surveys and individual check-ins, as well as continued outreach efforts
Quarter 4 (April-June)
-Launch the final 12-week cohort of the Beauty and Wellness Peer Support Circle, serving 8-10 women.
-Ongoing mentorship of 15 individual mentees, with intake provided for 5 new mentees and strategic evaluation of mentee relationships to see who needs ongoing support. Final evaluation of mentorship program, assessing successes, total effects of resource coordination, and which mentees need continued support into the next program year.
-Document and record participant data, outcomes for mentees, monitor programs via surveys and individual check-ins, as well as continued outreach efforts
-Final evaluation of programming, with surveys to all past participants of the Beauty and Wellness Support to track ongoing effects of work, follow-up with staff and volunteers to assess program achievements, areas of improvement, and future planning for the next programmatic year.

23. Please list year(s) agency/organization has received CPF funding. **Please note this includes CPF funding distributed by any Metro department.** *

n/a

24. Please list year(s) agency/organization has received Direct Appropriations funding. **Please note this includes Direct Appropriations funding distributed by Metro in general, not just OFS.** *

2024-Office of Community Safety--\$30,000
2023-Office of Community Safety, \$1,300
2022-Office of Community Safety Antioch Grant, \$5,000

25. Agency received OFS CPF, Direct Appropriations, or ARPA funding for FY'25. *

Yes

No



2025 Budget Narrative

Organizational Overview

Pass the Beauty Inc. was founded by Cintoria Franklin for the primary purpose of creating a safe and supportive space for women and youth affected by violence and bullying, empowering them through education, healing, and resources to become confident, resilient, and self-sufficient individuals. Pass the Beauty plans to achieve this by implementing the following programs:

- **Beauty and Wellness Mental Health Program** –The Beauty and Wellness Program is designed to support women and youth who have been impacted by domestic violence and mental health challenges. This program promotes self-development and healing through education and empowerment. Participants learn to recognize and address signs of abuse and emotional trauma while also building their self-esteem and communication skills. Through guided activities, including public speaking workshops, the program helps individuals gain confidence, express themselves more freely, and take steps toward personal growth and recovery.
- **Beauty and Wellness Support Groups** – Pass the Beauty Inc. offers weekly support groups designed to assist participants in navigating and healing from codependency issues. These sessions focus on building healthy relationships, establishing personal boundaries, fostering emotional independence, promoting self-worth, and resilience. Currently, the support groups are held online, providing accessible and confidential spaces for BIPOC women to share, learn, and grow. We aim to expand these offerings to in-person sessions at the office of Family Safety Center, creating deeper community connections and more immersive healing experiences.
- **Youth Advocates for Education and Empowerment (YAEE)** is an anti-bullying program focused on promoting positive behavior, emotional intelligence, and conflict resolution among youth. By combining education with meaningful community involvement, YAEE empowers young people to speak out against bullying, embrace diversity, and become advocates for safer, more inclusive schools and neighborhoods. As an extension to YAEE, we started the Parent Against Bullying Club- Parents Against Bullying Club.
 - **Parent Against Bullying Club- Parents Against Bullying Club** is a supportive initiative that empowers parents to take an active role in preventing bullying and promoting a safe, respectful environment for all children. The program provides resources, workshops, and open discussions that help parents recognize the signs of bullying, advocate for their children, and partner with schools and community leaders. By uniting families, Parents Against Bullying creates a strong network of support that encourages positive behavior and stands firmly against all forms of bullying.

The program aims to reduce youth violence and build stronger peer relationships through mentorship, workshops, and youth-led initiatives.

- **Small Programs** – The following smaller programs support the initiative of the core programs described above by providing wrap-around services.
 - Energy Assistance Program – provides financial assistance to families struggling with rising energy costs.
 - Pass the Beauty Closet – provide gently used clothing for participants in need, including professional clothing to prepare participants for interviews and work in office settings.
 - Pass the Beauty, Health & Hygiene program advances personal care and wellness by providing education on health and hygiene. Participants will have access to personal hygiene products and toiletries as part of this initiative.
 - Pass the Beauty Salon – teaches skills and knowledge needed to start a business in hair care, for example, braiding.

In addition to the cost of the programs outlined above, Pass the Beauty will incur general and administrative costs for support divisions within the organization, such as accounting, grant management, human resources, facilities, governance, and information systems.

Budget Summary

Pass The Beauty’s organizational annual budget for 2025 is \$3,454,773; the budget for the remainder of the year, 4 months, is \$1,320,461. The organization consists of the following expenses:

Budget Item	Annual	4 months
Personnel		
Full-time	\$2,746,000	\$825,333
Part-time	\$40,000	\$13,333
Fringe Benefits	\$730,548	\$243,516
General and Administrative	\$5,225	\$1,742
Governance	\$15,000	\$5,000
Professional Fees	\$51,000	\$17,000
Supplies	\$750	\$250
Postage and Shipping	\$250	\$83
Occupancy	\$3,000	\$1,000
Travel/Conferences and Meetings	\$6,000	\$2,000
Insurance	\$2,400	\$800
Specific Assistance to Individuals	\$92,500	\$30,833
Program Expenditures	\$32,100	\$10,700
Total Operational Budget	\$3,454,773	\$1,151,591

Budget Allocation by Program

Beauty and Wellness Mental Health Program – Annual Budget \$1,151,058

The Beauty and Wellness Mental Health Program will be managed by a Director with an annual salary of \$57,000. Two Beauty and Wellness Coordinators will support the Director; each compensated at \$45,000 per year. Therapeutic services will be provided by a licensed therapist on a per diem basis at \$50 per hour, with a designated budget of \$20,000 allocated to these services.

Youth Advocates for Education and Empowerment – Annual Budget \$1,358,608

YAEE will be managed by the Director of Youth Advocates for Education and Empowerment, with an annual salary of \$57,000 budgeted for this position. Five YAEE Program Coordinators will work with youth in various age categories: Pre-school to Kindergarten, Grades 1-3, Grades 4-6, Junior High School, and High School, each with an annual salary of \$45,000. An administrative assistant will support the Director, with a yearly salary allocation of \$40,000.

Small Programs – Annual Budget \$945,107

The Small Programs division encompasses Energy Assistance, Pass the Beauty Closet, Pass the Beauty Health and Hygiene, and Pass the Beauty Salon initiatives. Oversight of these programs will be provided by the Director of Small Programs, with an annual salary of \$57,000 allocated for this role. Each program will also have a dedicated program coordinator reporting directly to the director, and each coordinator will receive an annual salary of \$45,000.

General Administrative and Support Divisions

General administrative and support division costs are allocated to program areas at the percentages below:

- Beauty & Wellness Mental Health Program – **40%**
- Youth Advocates for Education and Empowerment – **40%**
- Energy Assistance – **5%**
- Pass the Beauty Closet – **5%**
- Pass the Beauty Salon – **5%**
- Pass the Beauty Health & Hygiene – **5%**

Support Divisions

The support divisions will consist of the following:

- **Accounting Division**, whose general purpose will be to ensure the long-term sustainability of the organization, maintain financial integrity, and support strategic planning. The current budget includes the Director of Accounting position with an annual salary of \$60,000. The director will collaborate with the firm currently contracted to perform accounting duties to build Pass the Beauty's Accounting division. Budgeted fees for the contracted accounting functions are \$15,000 for the year.
- **Grant Management Division** will be responsible for identifying potential funding opportunities, writing grant proposals, and submitting applications to secure financial support from government agencies, foundations, and other funding sources. The Grant Management Team will ensure the organization adheres to the terms and conditions of grants, including regulatory requirements and reporting obligations. The current budget includes the Director of Grant Management position with an annual salary of \$60,000. The

director will collaborate with the firm currently contracted to write grants for Pass the Beauty and build the Grant Management division. Budgeted fees for the contracted accounting functions are \$15,000 for the year.

- **Human Resources Division** will be responsible for ensuring Pass the Beauty maintains a productive and engaged workforce, aligning human resources with organizational goals, and supporting the overall success of the organization. The Human Resources team will consist of the following roles along with their annual salaries:
 - Director of Human Resources - \$57,000
 - Compensation and Benefits Analyst -\$50,000
 - HR Manager - \$53,000
 - Talent Acquisition Manager -\$53,000
 - Training and Development Manager - \$53,000
 - HR Coordinator - \$45,000
 - HR Generalist - \$40,000
 - Recruitment Specialist - \$40,000
 - 2 Trainers - \$42,000 each

- **Governance Division** will be responsible for maintaining the integrity and effectiveness of Pass the Beauty, ensuring we operate in alignment with our mission while being accountable to our stakeholders. The Governance team will include:
 - Director of Governance - \$57,000
 - Compliance Officer - \$55,000
 - Risk Manager - \$55,000
 - Internal Auditor - \$55,000

- **Information Systems Division** will be responsible for leveraging technology to improve operational efficiency, enhance data management, and support strategic decision-making within the organization. The Information Systems team will include:
 - Director of Information Systems - \$75,000
 - IT Manager - \$68,000
 - Help Desk Manager - \$65,000
 - Information Security Officer - \$70,000
 - Systems Administrator - \$70,000
 - Network Engineer - \$70,000
 - Database Administrator - \$70,000

In conclusion, Pass the Beauty Inc. is dedicated to fostering resilience and empowerment among women and youth who have faced violence and bullying. Through our comprehensive programs, including the Beauty and Wellness Mental Health Program, Youth Advocates for Education and Empowerment, and various supportive initiatives, we aim to create a safe and nurturing environment that promotes healing, education, and personal growth. Our proposed budget reflects our commitment to providing these essential services while ensuring the organization operates efficiently and sustainably. We believe that by investing in our community and offering robust support systems, we can inspire individuals to overcome their challenges and thrive in their personal and professional lives. Together, we can build a future where everyone feels valued, supported, and empowered to embrace their unique beauty and potential.

Budget Narrative
Pass the Beauty Inc.
FY 2025-2026

Salaries and Wages - \$75,000 (\$5,000 Metro Request)

The annual salary of our Executive Director for \$75,000 for 40 hours per week. The Executive Director leads the organization's strategic vision, ensuring the delivery of high-quality programs and fostering partnerships that support survivors of domestic violence. This role involves overseeing day-to-day operations, managing staff, and driving fundraising efforts to ensure financial sustainability. See the attached job description for more information

Professional Fees - \$20,000 (\$5,000 Metro Request)

Salary for Pass the Beauty's consultant support group facilitator at \$50 an hour for five hours a week. Our support group facilitator is a licensed mental health counselor who plans and hosts our weekly support group meetings, as well as provides one-on-one mentorship and resources for our clients. The assistant helps with outreach, communication, marketing, and planning for support groups and other events as needed. Both roles are contract with job descriptions attached.

Budget Lines Not Requested in This Grant:

Benefits and Taxes - \$6,750

Benefits and payroll taxes calculated at \$15,000 of the Executive Director's Salary

Communications - \$5,000

Website hosting, telephone, internet, and other costs associated with the organization.

Occupancy - \$3,000

Office space rental for the organization.

Travel/Conferences and Meetings - \$6,000

Costs of travel and attendance for staff and volunteers to relevant professional development opportunities, conferences, trainings, and networking events.

Insurance - \$2,400

Workers' compensation insurance and liability insurance for programming, staff, and events.

Specific Assistance to Individuals - \$17,500

Direct aid and financial support for Domestic Violence survivors, including rent relief, utility costs, groceries, clothing, heating, and other necessary expenses.

Other Non-Personnel - \$5,000

Bookkeeping, grant assistance, and CPA costs to ensure financial management and grant compliance.

Postage and Shipping - \$1,000

Postage and shipping costs.

Printing and Publications - \$2,500 This will cover the cost of designing and printing flyers, informational materials, invitations, and other marketing materials.

Equipment Rental and Maintenance - \$4,600

Rental of equipment for events and fundraising activities, including AV equipment, computers, and technology, for support groups and community events like our Voices Against Violence walk.

Supplies - \$5,000

Program supplies for support groups, community events, outreach events, and trainings, including food, decorations, personal hygiene items, journals, art supplies, and more.

Total Metro Request: \$10,000

Total Organizational Budget: \$137,500

Pass the Beauty, Inc.

Office of Community Safety: Statement of Service

Pass the Beauty, Inc. is an integral partner in creating a Nashville that is safe from domestic and community violence. Founded by a domestic violence survivor, PTB, Inc. focuses on empowering men, women, and children of all ages to live lives free from violence and abuse, whether it be intimate partner violence, caretaker abuse, or bullying. Through a combination of one-on-one mentoring, workshops, support groups, exciting community outreach events, and advocacy and education, PTB has created a community in which members feel able to live their most empowered, free lives. PTB brings a human touch to violence prevention, uplifting survivors' voices and helping them find agency on their path to finding freedom and safety. We have served more than 600 Nashville-based women and families a year in their journey to safety.

Pass the Beauty Inc. seeks funding for our signature Beauty and Wellness Mental Peer Support Circle program, an innovative initiative that integrates trauma-informed beauty and wellness services with mental health support to empower individuals impacted by interpersonal violence. The goal of this program is to improve mental and emotional well-being for Black Women while restoring a sense of dignity, self-worth, and healing through culturally responsive care. Attendees will learn about topics like healthy relationships and abuse prevention, self-advocacy for mental and physical health, and community resources. We also provide education around basic life skills, which may not have been developed during the isolation of an abusive relationship: paying bills and financial literacy, hygiene, and best practices in job-seeking and interview prep. Women will also provide peer support to one another, sharing hope and realizing they are not alone. Over the course of our program year, Pass the Beauty will lead four sessions of our weekly Beauty and Wellness Circles in-person and virtually, hosting up to 35 women in groups and providing additional one-on-one mentorship and support to 15 participants. Our program is led by professionals skilled in mental health, trauma recovery, wellness, and culturally competent care, with all sessions facilitated by a Licensed Professional Mental Health Counselor. Further mentorship will be provided by Pass the Beauty's founder and volunteers, who are trained and experienced in providing peer support, crisis intervention, and connection to outside benefits. We partner with Metro Nashville's Office of Family Safety to host our programs and connect our attendees to resources around housing, employment support, and financial wellness.

Pass the Beauty Inc. has a demonstrated commitment to addressing interpersonal violence through trauma-informed programming. For this project, skilled professionals in mental health, trauma recovery, wellness, and community advocacy are essential. Staff and volunteers will be trained in culturally competent practices, peer support, crisis intervention, and holistic healing approaches to ensure a

supportive and effective experience for all participants. Through attendance reports, surveys, interviews, and individual focus groups, we expect the following outcomes:

-PTB will host four Beauty and Wellness Peer Support Circles for 35 women, offer more than 30 individual programming hours over the course of the year, with the majority of participants attending at least 60% of sessions or more. 90% of attendees will report an increase in self-worth, self-image, understanding of healthy relationships, and awareness of further resources to assist in combating relationship violence.

-Provide individual mentorship to at least 15 program participants, with a target of making 40 referrals to external services and resources (mental health counseling, housing, benefits, etc.). 90% of mentees will report increased support, empowerment, and trust in mentor relationships.



Note: Use the + buttons on the left side to access additional rows. Adding or deleting rows will impact the "Detailed Expense Budget" Tab.

Enter data into highlighted cells Fiscal Year 2025

Worksheet: Personnel

Position	Annual Salary	Additional \$ Increase	# of months to be employed	% of full time	New FY Base Salary	PTB Beauty & Wellness Mental Health Program	Youth Advocates for Education & Empowerment	Energy Assistance	Pass the Beauty Closet	Pass the Beauty Salon	Pass the Beauty Health &	MRG	Fundraising			Total	Notes	
PERSONNEL																		
Full Time (Eligible for Benefits)																		
<i>Enter Fringe Rate for FT Staff Here:</i> 29.3%																		
Cintoria Franklin, CEO/Executive Dir.	\$ 100,000	\$ -	12	100%	\$ 100,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Chief Operating Officer	\$ 85,000	\$ -	12	100%	\$ 85,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Chief Financial Officer	\$ 95,000	\$ -	12	100%	\$ 95,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Chief Administrative Officer	\$ 85,000	\$ -	12	100%	\$ 85,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Executive Assistance	\$ 60,000	\$ -	12	100%	\$ 60,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Director of YAAE	\$ 57,000	\$ -	12	100%	\$ 57,000	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, YAAE Administrative Assistant	\$ 40,000	\$ -	12	100%	\$ 40,000	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, YAAE Youth Coordinator1	\$ 45,000	\$ -	12	100%	\$ 45,000	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, YAAE Youth Coordinator2	\$ 45,000	\$ -	12	100%	\$ 45,000	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, YAAE Youth Coordinator3	\$ 45,000	\$ -	12	100%	\$ 45,000	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, YAAE Youth Coordinator4	\$ 45,000	\$ -	12	100%	\$ 45,000	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, YAAE Youth Coordinator5	\$ 45,000	\$ -	12	100%	\$ 45,000	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Director of Beauty & Wellness	\$ 57,000	\$ -	12	100%	\$ 57,000	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Beauty & Wellness Coordinator1	\$ 45,000	\$ -	12	100%	\$ 45,000	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Beauty & Wellness Coordinator2	\$ 45,000	\$ -	12	100%	\$ 45,000	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
Director of Small Programs	\$ 57,000	\$ -	12	100%	\$ 57,000	0.00%	0.00%	25.00%	25.00%	25.00%	25.00%	0.00%	0.00%	0.00%	0%	100%		
Small Programs Administrative Assistant	\$ 40,000	\$ -	12	100%	\$ 40,000	0.00%	0.00%	25.00%	25.00%	25.00%	25.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Energy Assistance Program Coordinator	\$ 45,000	\$ -	12	100%	\$ 45,000	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Pass the Beauty Closet Program Coordinator	\$ 45,000	\$ -	12	100%	\$ 45,000	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, PTB Health & Hygiene Program Coordinator	\$ 45,000	\$ -	12	100%	\$ 45,000	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, PTB Salon Cosmetology Program Coordinator	\$ 45,000	\$ -	12	100%	\$ 45,000	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Director of Accounting	\$ 60,000	\$ -	12	100%	\$ 60,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Director of Grant Management	\$ 60,000	\$ -	12	100%	\$ 60,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Director of Human Resources	\$ 57,000	\$ -	12	100%	\$ 57,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Compensation and Benefits Analyst	\$ 50,000	\$ -	12	100%	\$ 50,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, HR Manager	\$ 53,000	\$ -	12	100%	\$ 53,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Talent Acquisition Manager	\$ 53,000	\$ -	12	100%	\$ 53,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Training & Development Manager	\$ 53,000	\$ -	12	100%	\$ 53,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, HR Coordinator	\$ 45,000	\$ -	12	100%	\$ 45,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, HR Generalist	\$ 40,000	\$ -	12	100%	\$ 40,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Recruitment Specialist	\$ 40,000	\$ -	12	100%	\$ 40,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Trainer 1	\$ 42,000	\$ -	12	100%	\$ 42,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Trainer 2	\$ 42,000	\$ -	12	100%	\$ 42,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Director of Governance	\$ 57,000	\$ -	12	100%	\$ 57,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Compliance Officer	\$ 55,000	\$ -	12	100%	\$ 55,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Risk Manager	\$ 55,000	\$ -	12	100%	\$ 55,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Internal Auditor	\$ 55,000	\$ -	12	100%	\$ 55,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Director of Information Systems	\$ 75,000	\$ -	12	100%	\$ 75,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, IT Manager	\$ 68,000	\$ -	12	100%	\$ 68,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Help Desk Manager	\$ 65,000	\$ -	12	100%	\$ 65,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Information Security Officer	\$ 70,000	\$ -	12	100%	\$ 70,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Systems Administrator	\$ 70,000	\$ -	12	100%	\$ 70,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Network Engineer	\$ 70,000	\$ -	12	100%	\$ 70,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
TBD, Database Administrator	\$ 70,000	\$ -	12	100%	\$ 70,000	40.00%	40.00%	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0%	100%		
Total Full Time Salaries						\$ 2,476,000	\$ 839,000	\$ 1,014,000	\$ 155,750	\$ 155,750	\$ 155,750	\$ 155,750	\$ -	\$ -	\$ -	\$ -		
Total Full Time Fringe						\$ 725,468	\$ 245,827	\$ 297,102	\$ 45,635	\$ 45,635	\$ 45,635	\$ 45,635	\$ -	\$ -	\$ -	\$ -		
# of Full Time Equivalents (FTEs)						14.20	18.20	2.90	2.90	2.90	2.90	0.00	0.00	0.00	0.00			
Part Time or Temporary (Ineligible for Benefits)																		
<i>Enter Fringe Rate for PT Staff Here:</i> 12.7%																		
Nurse - TBD	\$ 40,000	\$ -	12		\$ 40,000	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	100%	
	\$ -	\$ -			\$ -	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	100%	
	\$ -	\$ -			\$ -	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Total Part Time Salaries						\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Part Time Fringe						\$ 5,080	\$ -	\$ -	\$ -	\$ 5,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
# of Full Time Equivalents (FTEs)						0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
TOTAL SALARIES						\$ 2,516,000	\$ 839,000	\$ 1,014,000	\$ 155,750	\$ 195,750	\$ 155,750	\$ 155,750	\$ -	\$ -	\$ -	\$ -		
TOTAL FRINGE						\$ 730,548	\$ 245,827	\$ 297,102	\$ 45,635	\$ 50,715	\$ 45,635	\$ 45,635	\$ -	\$ -	\$ -	\$ -		
TOTAL PERSONNEL COSTS						\$ 3,246,548	\$ 1,084,827	\$ 1,311,102	\$ 201,385	\$ 246,465	\$ 201,385	\$ 201,385	\$ -	\$ -	\$ -	\$ -		
# of Full Time Equivalents (FTEs)						14.20	18.20	2.90	2.90	2.90	2.90	0.00	0.00	0.00	0.00	44.00		
% of all FTEs						32%	41%	7%	7%	7%	7%	0%	0%	0%	0%	100%		

Optional Fringe Benefits Rate Calculation

Enter the full fiscal year expense for each benefit category in the yellow highlighted cells.

When all expenses are entered, the effective fringe rate for each employment category will be returned in cells D128 and D129.

<u>Mandatory Categories</u>	
FICA	\$ 192,474
Workers Compensation	\$ 9,645
Disability	\$ 20,898
State Unemployment Insurance	\$ 1,890
Other mandatory benefits	\$ -
<u>Other Benefits</u>	
Medical Insurance	\$ 80,000
Dental Insurance	\$ 7,000
Life Insurance	\$ 5,000
Retirement Plan Contributions	\$ -
Other	\$ -
Other	\$ -
Effective Fringe Rate:	
Full-Time	12.7%
Part-Time	8.9%

Notes

FICA will calculate automatically based on the statutory employer's share of 7.65% of salaries.

TIP: It can be helpful to review historical data, discuss with your insurance provider and incorporate planned adjustments to inform your projection.

Enter the employer paid portion of medical insurance.

Enter the employer paid portion of dental insurance.

Enter the employer paid portion of life insurance.

Enter the employer paid portion of retirement plan contributions.

Other benefits may include vision insurance, commuter benefits, childcare benefits, etc.

These percentages are for your information. They do not link to the fringe rates in cells B9 or B66.

These calculations assume that part-time employees are eligible for only those benefits included in the "Mandatory Categories."



Note: Use the + buttons on the left side to access additional rows. Inserting or deleting rows will impact the "Revenue & Summary" Tab and the "Detailed Expense Budget" Tab.

Enter data into highlighted cells

Worksheet: Specific & Shared Expenses

Expense Category	Summary	Total Amount	PTB Beauty & Wellness Mental Health Program	Youth Advocates for Education & Empowerment	Energy Assistance	Pass the Beauty Closet	Pass the Beauty Salon	Pass the Beauty Health & Hygiene	M&G	Fundraising	-	-	Total	Notes
NON PERSONNEL EXPENSES														
Select the relevant summary category in column B (refer to the Revenue & Summary Tab to adjust summary categories)														
Specific Expenses														
Rent & Lease	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Storage Space	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Utilities	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone/Internet/Web hosting	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repairs & Maintenance	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Vehicle Rental	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Gas & Mileage	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Meals & Entertainment	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Dues & Subscriptions	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
IT Small Electronics & Software App Subscription	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office Supplies	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Postage & Shipping	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Travel Meals	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lodging	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transportation	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fundraising/Event Expense	Program Expenditures	\$ 1,000	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	
Marketing & Development	Program Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Online Donation App fees	Program Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Supplies & Materials	Program Expenditures	\$ 5,000	\$ 1,500	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	
Equipment Rental	Program Expenditures	\$ 4,600	\$ 4,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,600	
Professional Fees	Program Expenditures	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	
Direct Assistance to Participants	Program Expenditures	\$ 107,500	\$ 17,500	\$ 15,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107,500	
Total Specific OTPS		\$ 138,100	\$ 43,600	\$ 18,500	\$ 76,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138,100	

Shared Expenses (allocated by FTE)														
Rent & Lease	General Administrative	\$ 3,000	\$ 968	\$ 1,241	\$ 198	\$ 198	\$ 198	\$ 198	\$ -	\$ -	\$ -	\$ -	\$ 3,000	
Storage Space	General Administrative	\$ 225	\$ 73	\$ 93	\$ 15	\$ 15	\$ 15	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ 225	
Utilities	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone/Internet/Web hosting	General Administrative	\$ 5,000	\$ 1,614	\$ 2,068	\$ 330	\$ 330	\$ 330	\$ 330	\$ -	\$ -	\$ -	\$ -	\$ 5,000	
Repairs & Maintenance	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Vehicle Rental	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Gas & Mileage	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bank Charges & Fees	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Meals & Entertainment	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Dues & Subscriptions	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
IT Small Electronics & Software App Subscription	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office Supplies	General Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Postage & Shipping	General Administrative	\$ 1,000	\$ 323	\$ 414	\$ 66	\$ 66	\$ 66	\$ 66	\$ -	\$ -	\$ -	\$ -	\$ 1,000	
Travel Meals/Conferences/Meetings	General Administrative	\$ 6,000	\$ 1,936	\$ 2,482	\$ 395	\$ 395	\$ 395	\$ 395	\$ -	\$ -	\$ -	\$ -	\$ 6,000	
Board Member Compensation	Governance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Member Training & Development	Governance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Legal & Professional Services	Governance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Accounting & Auditing Fees	Governance	\$ 15,000	\$ 4,841	\$ 6,205	\$ 989	\$ 989	\$ 989	\$ 989	\$ -	\$ -	\$ -	\$ -	\$ 15,000	
Insurance	Governance	\$ 2,400	\$ 775	\$ 993	\$ 158	\$ 158	\$ 158	\$ 158	\$ -	\$ -	\$ -	\$ -	\$ 2,400	
Board Meeting Expenses	Governance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Business Taxes and Fees	Governance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fundraising	Program Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Marketing and Development	Program Expenditures	\$ 6,500	\$ 2,098	\$ 2,689	\$ 428	\$ 428	\$ 428	\$ 428	\$ -	\$ -	\$ -	\$ -	\$ 6,500	
Online Donation App Fees	Program Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Professional Fees	Program Expenditures	\$ 31,000	\$ 10,005	\$ 12,823	\$ 2,043	\$ 2,043	\$ 2,043	\$ 2,043	\$ -	\$ -	\$ -	\$ -	\$ 31,000	
Total Shared OTPS (allocated by FTE)		\$ 70,125	\$ 22,631	\$ 29,006	\$ 4,622	\$ 4,622	\$ 4,622	\$ 4,622	\$ -	\$ -	\$ -	\$ -	\$ 70,125	
Shared Expenses (allocated by other method)														
Depreciation	Depreciation	\$ -	\$ 0%	\$ 0%	\$ 0%	\$ 0%	\$ 0%	\$ 0%	\$ 0%	\$ 0%	\$ 0%	\$ 0%	\$ 0%	
Total Shared OTPS (allocated by other method)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Shared Expenses		\$ 70,125	\$ 22,631	\$ 29,006	\$ 4,622	\$ 4,622	\$ 4,622	\$ 4,622	\$ -	\$ -	\$ -	\$ -	\$ 70,125	

Total Non-Personnel Expenses		\$ 208,225	\$ 66,231	\$ 47,506	\$ 80,622	\$ 4,622	\$ 4,622	\$ 4,622	\$ 4,622	\$ -	\$ -	\$ -	\$ -	\$ 208,225
Percentage of Total Expenses		100%	31.81%	22.81%	38.72%	2.22%	2.22%	2.22%	2.22%	0%	0%	0%	0%	100%



Note: #REF errors may result from the addition or deletion of rows on Tabs 1 & 2.

Worksheet: Organization Expense Budget

Position or Expense Category	Base Salary or Line Budget	PTB Beauty & Wellness Mental Health Program	Youth Advocates for Education & Empowerment	Energy Assistance	Pass the Beauty Closet	Pass the Beauty Salon	Pass the Beauty Health & Hygiene	M&G	Fundraising	-	-
Personnel											
Full Time											
Cintoria Franklin, CEO/Executive Dir.	\$ 100,000	\$ 40,000	\$ 40,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -
TBD, Chief Operating Officer	\$ 85,000	\$ 34,000	\$ 34,000	\$ 4,250	\$ 4,250	\$ 4,250	\$ 4,250	\$ -	\$ -	\$ -	\$ -
TBD, Chief Financial Officer	\$ 95,000	\$ 38,000	\$ 38,000	\$ 4,750	\$ 4,750	\$ 4,750	\$ 4,750	\$ -	\$ -	\$ -	\$ -
TBD, Chief Administrative Officer	\$ 85,000	\$ 34,000	\$ 34,000	\$ 4,250	\$ 4,250	\$ 4,250	\$ 4,250	\$ -	\$ -	\$ -	\$ -
TBD, Executive Assistance	\$ 60,000	\$ 24,000	\$ 24,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -
TBD, Director of YAE	\$ 57,000	\$ -	\$ 57,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD, YAE Administrative Assistant	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD, YAE Youth Coordinator1	\$ 45,000	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD, YAE Youth Coordinator2	\$ 45,000	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD, YAE Youth Coordinator3	\$ 45,000	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD, YAE Youth Coordinator4	\$ 45,000	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD, YAE Youth Coordinator5	\$ 45,000	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD, Director of Beauty & Wellness	\$ 57,000	\$ 57,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD, Beauty & Wellness Coordinator1	\$ 45,000	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD, Beauty & Wellness Coordinator2	\$ 45,000	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Director of Small Programs	\$ 57,000	\$ -	\$ -	\$ 14,250	\$ 14,250	\$ 14,250	\$ 14,250	\$ -	\$ -	\$ -	\$ -
Small Programs Administrative Assistant	\$ 40,000	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -
TBD, Energy Assistance Program Coordinator	\$ 45,000	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD, Pass the Beauty Closet Program Coordinator	\$ 45,000	\$ -	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD, PTB Health & Hygiene Program Coordinator	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -
TBD, PTB Salon Cosmetology Program Coordinator	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -
TBD, Director of Accounting	\$ 60,000	\$ 24,000	\$ 24,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -
TBD, Director of Grant Management	\$ 60,000	\$ 24,000	\$ 24,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -
TBD, Director of Human Resources	\$ 57,000	\$ 22,800	\$ 22,800	\$ 2,850	\$ 2,850	\$ 2,850	\$ 2,850	\$ -	\$ -	\$ -	\$ -
TBD, Compensation and Benefits Analyst	\$ 50,000	\$ 20,000	\$ 20,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ -	\$ -
TBD, HR Manager	\$ 53,000	\$ 21,200	\$ 21,200	\$ 2,650	\$ 2,650	\$ 2,650	\$ 2,650	\$ -	\$ -	\$ -	\$ -
TBD, Talent Acquisition Manager	\$ 53,000	\$ 21,200	\$ 21,200	\$ 2,650	\$ 2,650	\$ 2,650	\$ 2,650	\$ -	\$ -	\$ -	\$ -
TBD, Training & Development Manager	\$ 53,000	\$ 21,200	\$ 21,200	\$ 2,650	\$ 2,650	\$ 2,650	\$ 2,650	\$ -	\$ -	\$ -	\$ -
TBD, HR Coordinator	\$ 45,000	\$ 18,000	\$ 18,000	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ -	\$ -	\$ -	\$ -
TBD, HR Generalist	\$ 40,000	\$ 16,000	\$ 16,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -
TBD, Recruitment Specialist	\$ 40,000	\$ 16,000	\$ 16,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -
TBD, Trainer 1	\$ 42,000	\$ 16,800	\$ 16,800	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ -	\$ -	\$ -	\$ -
TBD, Trainer 2	\$ 42,000	\$ 16,800	\$ 16,800	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ -	\$ -	\$ -	\$ -
TBD, Director of Governance	\$ 57,000	\$ 22,800	\$ 22,800	\$ 2,850	\$ 2,850	\$ 2,850	\$ 2,850	\$ -	\$ -	\$ -	\$ -
TBD, Compliance Officer	\$ 55,000	\$ 22,000	\$ 22,000	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ -	\$ -	\$ -	\$ -
TBD, Risk Manager	\$ 55,000	\$ 22,000	\$ 22,000	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ -	\$ -	\$ -	\$ -
TBD, Internal Auditor	\$ 55,000	\$ 22,000	\$ 22,000	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ -	\$ -	\$ -	\$ -
TBD, Director of Information Systems	\$ 75,000	\$ 30,000	\$ 30,000	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ -	\$ -	\$ -	\$ -
TBD, IT Manager	\$ 68,000	\$ 27,200	\$ 27,200	\$ 3,400	\$ 3,400	\$ 3,400	\$ 3,400	\$ -	\$ -	\$ -	\$ -
TBD, Help Desk Manager	\$ 65,000	\$ 26,000	\$ 26,000	\$ 3,250	\$ 3,250	\$ 3,250	\$ 3,250	\$ -	\$ -	\$ -	\$ -
TBD, Information Security Officer	\$ 70,000	\$ 28,000	\$ 28,000	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	\$ -	\$ -	\$ -
TBD, Systems Administrator	\$ 70,000	\$ 28,000	\$ 28,000	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	\$ -	\$ -	\$ -
TBD, Network Engineer	\$ 70,000	\$ 28,000	\$ 28,000	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	\$ -	\$ -	\$ -
TBD, Database Administrator	\$ 70,000	\$ 28,000	\$ 28,000	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	\$ -	\$ -	\$ -
Total Full Time Salaries/Wages	\$ 2,476,000	\$ 839,000	\$ 1,014,000	\$ 155,750	\$ 155,750	\$ 155,750	\$ 155,750	\$ -	\$ -	\$ -	\$ -
Total Full Time Fringe	\$ 725,468	\$ 245,827	\$ 297,102	\$ 45,635	\$ 45,635	\$ 45,635	\$ 45,635	\$ -	\$ -	\$ -	\$ -
Part Time											
Nurse - TBD	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Part Time Salaries/Wages	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Part Time Fringe	\$ 5,080	\$ -	\$ -	\$ -	\$ 5,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SALARIES/WAGES	\$ 2,516,000	\$ 839,000	\$ 1,014,000	\$ 155,750	\$ 195,750	\$ 155,750	\$ 155,750	\$ -	\$ -	\$ -	\$ -
TOTAL FRINGE	\$ 730,548	\$ 245,827	\$ 297,102	\$ 45,635	\$ 50,715	\$ 45,635	\$ 45,635	\$ -	\$ -	\$ -	\$ -
TOTAL PERSONNEL COSTS	\$ 3,246,548	\$ 1,084,827	\$ 1,311,102	\$ 201,385	\$ 246,465	\$ 201,385	\$ 201,385	\$ -	\$ -	\$ -	\$ -

Non-Personnel / OTPS											
Specific Expenses											
Rent & Lease	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Storage Space	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Utilities	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Telephone/Internet/Web hosting	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Repairs & Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Vehicle Rental	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Gas & Mileage	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Meals & Entertainment	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Dues & Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-	\$
IT Small Electronics & Software App Subscription	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Office Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Postage & Shipping	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Travel Meals	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Lodging	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Transportation	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Fundraising/Event Expense	\$	1,000	\$	-	\$	1,000	\$	-	\$	-	\$
Marketing & Development	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Online Donation App fees	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Supplies & Materials	\$	5,000	\$	1,500	\$	3,500	\$	-	\$	-	\$
Equipment Rental	\$	4,600	\$	4,600	\$	-	\$	-	\$	-	\$
Professional Fees	\$	20,000	\$	20,000	\$	-	\$	-	\$	-	\$
Direct Assistance to Participants	\$	107,500	\$	17,500	\$	15,000	\$	75,000	\$	-	\$
Total Specific Expenses	\$	138,100	\$	43,600	\$	18,500	\$	76,000	\$	-	\$
Shared Expenses (allocated by FTE)											
Rent & Lease	\$	3,000	\$	968	\$	1,241	\$	198	\$	198	\$
Storage Space	\$	225	\$	73	\$	93	\$	15	\$	15	\$
Utilities	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Telephone/Internet/Web hosting	\$	5,000	\$	1,614	\$	2,068	\$	330	\$	330	\$
Repairs & Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Vehicle Rental	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Gas & Mileage	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Bank Charges & Fees	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Meals & Entertainment	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Dues & Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-	\$
IT Small Electronics & Software App Subscription	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Office Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Postage & Shipping	\$	1,000	\$	323	\$	414	\$	66	\$	66	\$
Travel Meals/Conferences/Meetings	\$	6,000	\$	1,936	\$	2,482	\$	395	\$	395	\$
Board Member Compensation	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Board Member Training & Development	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Legal & Professional Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Accounting & Auditing Fees	\$	15,000	\$	4,841	\$	6,205	\$	989	\$	989	\$
Insurance	\$	2,400	\$	775	\$	993	\$	158	\$	158	\$
Board Meeting Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Business Taxes and Fees	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Fundraising	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Marketing and Development	\$	6,500	\$	2,098	\$	2,689	\$	428	\$	428	\$
Online Donation App Fees	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Professional Fees	\$	31,000	\$	10,005	\$	12,823	\$	2,043	\$	2,043	\$
Shared Expenses (allocated by other method)											
Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Total Shared Expenses	\$	70,125	\$	22,631	\$	29,006	\$	4,622	\$	4,622	\$
Total Non-Personnel / OTPS Costs	\$	208,225	\$	66,231	\$	47,506	\$	80,622	\$	4,622	\$
Total Budget by Program/Function	\$	3,454,773	\$	1,151,058	\$	1,358,608	\$	282,007	\$	251,087	\$
Percentage of Total Expenses		100%		33%		39%		8%		7%	



Bourdeau Consulting, LLC.

Office: 615-956-2867 Email: cbourdeau@bourdeauconsultingllc.com

July 16, 2025

LaToya Townsend, LMSW
Deputy Director of Development
Metro Nashville & Davidson County
Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210

Dear Ms. Townsend,

Attached please find financial statements I prepared for Pass the Beauty, Inc. in lieu of the requested audited pursuant to TCA 48-101-506(b)(2), Pass the Beauty, Inc. is not required to have an annual audit, therefore one was not conducted.

Feel free to reach out to me with any questions or if you need anything further.

Thank you,

A handwritten signature in blue ink, appearing to read 'Carla', is written over a light blue horizontal line.

Carla Bourdeau, MSA, CPA, CFE, ACDA



Bourdeau Consulting, LLC.

Office: 615-956-2867 Email: cbourdeau@bourdeauconsultingllc.com

To the Board of Directors of
Pass the Beauty

I have prepared financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. I conducted my engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence and due care.

I am not required to, and did not, verify the accuracy or completeness of the information you provided to me for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, I will not express an opinion or a conclusion or provide any assurance on the financial statements.

My engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Sincerely yours,

Carla Bourdeau

Carla Bourdeau, MSA, CPA, CFE, ACDA
Bourdeau Consulting, LLC
April 21, 2025



Pass The Beauty Inc.
Statement of Financial Position
As of December 31, 2024

ASSETS

Cash and Cash Equivalents	\$ 10,281.69
Accounts Receivable (A/R)	186.00
Other Current Assets	<u>18.92</u>

TOTAL ASSETS **\$ 10,486.61**

LIABILITIES AND EQUITY

Liabilities

Accounts Payable	3,305.73
TN Quarterly Taxes	<u>815.46</u>

Total Liabilities **\$ 4,121.19**

Net Assets

Without Donor Restrictions	<u>6,365.42</u>
----------------------------	-----------------

Total Net Assets **6,365.42**

TOTAL LIABILITIES AND EQUITY **\$10,486.61**



Bourdeau Consulting, LLC.

Office: 615-956-2867 Email: cbourdeau@bourdeauconsultingllc.com

Pass The Beauty Inc. Statement of Activity January – December 2024

Revenue

Contributions		
Individual Contributions	\$ 3,271.38	
Total Contributions		3,271.38
Grants		
Foundation Grants	28,000.00	
Local Government Grants	20,115.45	
Miscellaneous Grants	11,148.93	
Total Grants		<u>59,264.38</u>
Total Revenue		<u>62,535.76</u>

Expenditures

General Administrative		
Bank Charges & Fees	263.63	
Dues & Subscriptions	75.00	
IT Hardware, Software and Administration	1,236.01	
Miscellaneous Business Expenses	1,175.23	
Office Supplies & Postage	445.59	
Storage Space	2,702.47	
Telephone	1,083.02	
Utilities	1,378.16	
Independent Contractors	5,421.00	
Professional Development	703.83	
Total General Administrative		<u>14,483.94</u>
Governance		
Accounting and Auditing Fees	9,965.09	
Business Taxes and Fees	45.18	
Insurance	915.09	
Total Governance		<u>10,925.36</u>
Payroll Expenses		
Salaries & Wages	22,948.63	
Taxes	2,070.28	
Total Payroll Expenses		<u>25,018.91</u>

Program Expenditures/Strategic Initiatives	
Direct Assistance	<u>50.00</u>
Total Direct Assistance	50.00
Program Development Fees & Expenses	
Equipment Rental	123.46
Event Expense/Rentals	4,060.00
Fundraising Expense	1,362.24
Marketing & Development	2,484.45
Online Donation App Fees	39.50
Supplies & Materials	<u>2,681.18</u>
Total Program Development Fees & Expenses	<u>10,750.83</u>
Total Program Expenditures/Strategic Initiatives	10,800.83
Travel & Entertainment	112.00
Cab/Uber	65.80
Gas & Mileage	2,098.37
Meals & Entertainment	<u>1,536.29</u>
Total Travel & Entertainment	<u>3,812.46</u>
Total Expenditures	<u><u>65,041.50</u></u>
Change in net assets	(2,505.74)
Net assets, beginning of year	<u>8,871.16</u>
Net assets, end of year	6,365.42

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **NOV 10 2015**

PASS THE BEAUTY INC
C/O CINTORIA FRANKLIN
469 PONDER PL APT 103
NASHVILLE, TN 37228

Employer Identification Number:
47-2056024
DLN:
17053271338035
Contact Person: SHERRI L ROYCE ID# 31653
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
March 14, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Tennessee Secretary of State
Tre Hargett



Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

July 11, 2025

Ms. CINTORIA FRANKLIN
3652 Chesapeake Drive
NASHVILLE, TN 37207 USA

RE: Registration to Solicit Funds for Charitable Purposes

Organization Name: PASS THE BEAUTY
CO Number: CO25924
Renewal Date: 06/30/2026

Dear Ms. CINTORIA FRANKLIN :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501, *et seq.* the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at <https://sos.tn.gov/charities>. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars (\$5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

A handwritten signature in black ink that reads "Tre Hargett".

Tre Hargett
Secretary of State



Amended 2024

Pass the Beauty, Inc.

Article I – Name and Purpose

Section 1 – Name: The organization shall be known as Pass the Beauty, Inc., a nonprofit entity incorporated under the laws of the State of Tennessee.

Section 2 – Purpose: Pass the Beauty, Inc. is established exclusively for charitable purposes. The corporation aims to support women in domestic violence situations, survivors of domestic violence, and children of women who have experienced domestic violence. Its primary goals are to provide access to services to improve their quality of life and enhance educational and employment opportunities.

Article II – Membership

Section 1 – Membership: Membership shall be solely of the board of directors.

Article III – Board of Directors

Section 1 – Board role, size, and compensation: The board is responsible for setting overall policies and direction for the organization. It delegates day-to-day operations to staff and committees. The board shall consist of up to 15 members but no fewer than 3. Members of the board shall not receive compensation other than reasonable expenses.

Section 2 – Terms: Board members shall serve two-year terms, with the option for re-election for up to five consecutive terms.

Section 3 – Meetings and notice: The board shall convene at least quarterly, with written notice provided to each member at least two weeks in advance of meetings.

Section 4 – Board elections: Annually, during the last quarter of the fiscal year, the board shall elect directors to fill upcoming vacancies.

Section 5 – Election procedures: New directors shall be elected by a majority vote of the directors present at the meeting. Their terms shall commence at the start of the next fiscal year.

Section 6 – Quorum: A quorum, constituting at least thirty-three percent of board members, is required for business transactions and motions to pass. The Executive Director Cintoria Franklin cannot be removed or voted off Pass the Beauty Inc.

Section 7 – Officers and Duties: The board shall include four officers: Chair, Vice-Chair, Secretary, and Treasurer. Their respective responsibilities include convening meetings, chairing committees, record-keeping, financial reporting, and ensuring transparency.

Section 8 – Vacancies: Mid-term vacancies on the board shall be filled by nominations from current board members, with a vote held at the next meeting to select replacements to serve until the end of the vacated term.

Section 9 – Resignation, termination, and absences: Board members must submit written resignations to the secretary. Excessive absences may lead to termination, and removal for other reasons requires a three-fourths vote by the remaining directors.

Section 10 – Special meetings: Special board meetings may be called by the chair or one-third of the board members, with notice provided two weeks in advance.

Article IV – Committees

Section 1 – Committee formation: The board may establish committees as necessary, with the board chair appointing committee chairs.

Section 2 – Executive Committee: Comprising the four officers, the Executive Committee possesses the authority of the full board between meetings.

Section 3 – Finance Committee: Chaired by the Treasurer and including three other board members, this committee oversees fiscal matters, budgeting, fundraising, and financial reporting.

Article V – Director and Staff

Section 1 – Executive Director: Hired by the board, the Executive Director manages day-to-day operations, implements organizational goals and policies, and reports to the board regularly.

Article VI – Amendments

Section 1 – Amendments: These bylaws may be amended by a two-thirds majority vote of the board, with proposed amendments circulated to members with regular board announcements.

Article V – Conflict of Interest

Whenever a director or officer has a financial or personal interest in a matter before the board, disclosure must occur, and the interested party may not vote or lobby on the issue. Transactions involving interested parties require approval by uninvolved board members, with payments being reasonable and documented in meeting minutes.

Certification

These bylaws were approved by a two-thirds majority vote of the board of directors on [date].

_____ *Dawn N. Stone* _____ 3/4/2024 _____ Date

Dawn N. Stone

Secretary

**Pass the Beauty, Inc.
Organizational Chart**

