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Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc., Contract #_____

GRANT CONTRACT
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
WHY WE CAN'T WAIT, INC.

This Grant Contract issued and entered into pursuant to Resolution RS2023-_____ by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Why We Can't Wait, Inc. ("Recipient"), is for the provision of Violence Interruption Services, as further defined in the "SCOPE OF PROGRAM" and detailed in this Grant Contract. Attachments A through F are incorporated herein by reference.

A. **SCOPE OF PROGRAM.**

A.1. Recipient shall use the grant funds to support relevant personnel in their duties to perform best-practices based violence interruption services on a grant reimbursement basis, in collaboration with the Metro Public Health Department ("MPHD"), under the training and methodology of Cure Violence Global, to deliver a public health approach to reducing violent crime in Nashville-Davidson County. The Recipient must implement the Cure Violence Model with high fidelity using the following approaches:

- **Approach #1: Detect and Interrupt Potentially Violent Conflicts.**
  - Recipient must document the canvassing of target area and monitoring of clients daily (including non-traditional hours, e.g., 1pm – 10 pm, or 4pm – 11 pm on the weekends) to enhance relationships, aid, and defuse potential conflicts.
  - Recipient must document the convening and attendance of regular meetings to review crime data and incidents and to share information acquired through canvassing, social media review, and community contacts, as appropriate under the violence interruption model.
  - Recipient must develop a written plan to assist individuals in networks or areas with high levels of violence.
  - Recipient must document the diffusion of conflicts and how they use violence interruption strategies and techniques.
  - Recipient must document meetings and mediations with individuals and groups at the highest risk for retaliation or conflict.
  - Recipient must document and ensure that staff members are following up with parties involved in conflict on a consistent basis.

- **Approach #2: Identify and Help Highest Risk Individuals.**
  - Recipient must document and meet the goal that outreach workers maintain a minimum of fifteen (15) clients and that each client receive at least six (6) in person contacts per month. Recipient must document contacts and interactions using a database designated by MPHD and Cure Violence Global where prospective participants must meet a minimum of five (5) of the following seven (7) risk factors:
    - Between the ages of 14 and 30 years old;
    - Involved in a network of relationships or a location with high levels of violence;
    - A history of involvement in violent activity;
    - Personally injured by violence recently;
    - Friend, family or group member was injured by violence recently or otherwise at high risk of violence;
    - Might be a member of a group that might be involved in street activity; and

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        - Recently incarcerated.

- **Approach #3: Community Mobilization/Change Behavior Norms.**
    - Recipient must document their distribution of public education materials that promote anti-violence.
    - Recipient must document providing information regarding available resources (job training, education, substance abuse treatment, etc.) to clients.
    - Recipient must develop community responses to shootings, within seventy-two (72) hours of a shooting. This includes organizing a community response to the shooting or killing and urging community members to join with others in speaking out against violence occurring within the site's designated target area.
    - Recipient must partner with community groups/organizations to conduct quarterly events that promote anti-violence.
    - Recipient must document in the monthly report, efforts made to inform partners of ways to become involved in the program, which may include providing in-kind services, access to programming, attending, and advertising monthly events and shootings responses.

- **Approach #4: Continual Data Collection and Monitoring.**
    - Recipient will use de-identified client data for the purpose of program evaluation, the improvement of services, and development of new programmatic strategies.
    - Recipient shall comply with **Attachment B**, the Memorandum of Understanding ("MOU") between Recipient and the Metropolitan Nashville Police Department ("MNPD"). The MOU allows MNPD to request assistance from street outreach workers and violence interrupters to diffuse conflicts or potential conflicts. The MOU allows MNPD to provide Recipient with timely information about shootings and crime data with geographic coordinates for the target area, in keeping with best practices in the area.
    - Recipient must utilize and maintain a database to collect and analyze program components of the Cure Violence Model that include:
        - Areas canvassed;
        - Mediations started and Mediations completed;
        - Location of conflicts interrupted;
        - Records of meetings with clients and outreach workers;
        - The number of community events and number of attendees at the events; and
        - Number of shooting responses and number of attendees at the shooting responses.
    - Recipient must document and conduct weekly meetings of violence interrupters and street outreach workers to discuss information gleaned from canvassing efforts and contact with key individuals.
    - Recipient must use data to inform interruption strategies and daily plans.

A.2. The Recipient must spend grant funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment A.** 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 must identify all personnel associated with providing Violence Interruption Services under this Grant Contract. Relevant services regarding fulfillment of program activities will be limited to those personnel.

A.4. The Recipient must comply with all monthly reporting requirements. Recipient must submit monthly reports that contain the following:

DocuSign Envelope ID: 206DD06B-49B0-4162-A81A-4FD1E7BFC1AA

- A brief (one- to two-page) narrative describing client interactions and progress, activities undertaken for the month and plans for the next month, violence incidents and resolution/mediation efforts, and site changes as described in detail in the Approaches outlined above.

- Program data and other information required by MPHD regarding activities and outcomes in a form acceptable to MPHD. Reports are to be submitted by the 10th day of each month, in electronic forms provided to the Recipient. If the 10th day of the month falls on a weekend or holiday, reports will be submitted on the next business day.

A.5. The Recipient will only utilize these grant 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.6. Recipient and its employees must perform their duties under this Grant contract fairly and impartially. Recipient and its employees shall not give reasonable basis by their conduct the impression that any person can improperly influence, or unduly enjoy their favor in, the performance of their duties under this Grant contract, or that they are unduly affected by the kinship, rank, position or influence of any person.

A.7. Recipient and all personnel associated with providing Violence Interruption Services for this Grant Contract must not engage in conduct that violates state, federal, or local laws or any conduct which would affect the ability of Recipient to effectively provide services under this Grant Contract.

A.8 The funds received through this contract are considered federal funds subject to the Single Audit Act and the related provisions of 2 CFR § 200 Uniform Guidance. Recipient shall comply with all applicable American Recovery Plan (ARP) Act of 2021 requirements in the administration of this Grant. Documentation will be required to support compliance with the criteria for ARP Act funds expenditures or the funds will need to be returned to Metropolitan Government of Nashville and Davidson County.

B. **GRANT CONTRACT TERM:**

B.1. **Grant Contract Term.** The term of this Grant will be 24 months, commencing on August 1, 2023 and ending on July 31, 2025. 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 seven hundred and fifty thousand dollars ($750,000.00). 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.

DocuSign Envelope ID: 206DD06B-49B0-4162-A81A-4FD1E7BFC1AA

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.

Recipient may invoice for an upfront payment of $100,000 upon approval of the Grant Contract.

Recipient may submit project invoices for reimbursement of costs, no greater than once per month, for no more than 10% of the maximum liability ($75,000) per invoice. Receipts must be made available for all claimed expenses.

Recipient must send all invoices to Metro Public Health Department, Anthony.johnson@nashville.gov

Final invoices for the contract period should be received by Metro Public Health Department, Anthony.johnson@nashville.gov by August 15, 2025. 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 Public Health Department, within forty-five (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 shall 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 and approved by the Metropolitan Council.

DocuSign Envelope ID: 206DD06B-49B0-4162-A81A-4FD1E7BFC1AA

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

D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. 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 Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

D.4. **Termination - Notice.** Metro may terminate 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 effective termination date.

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.

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

D.6. **Subcontracting.** The Recipient shall 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 subGrantee, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subGrantee, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

DocuSign Envelope ID: 206DD06B-49B0-4162-A81A-4FD1E7BFC1AA

D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Non-profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

D.11. **Reporting.** The Recipient must submit a Final Program Report, to be received by Metro Public Health Department within forty-five (45) days of the end of the Grant Contract. Said report shall detail the outcome of the activities funded under this Grant Contract.

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

D.15. **Independent Grantee.** 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.16. **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 Grantees, 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 Grantees, 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.

DocuSign Envelope ID: 206DD06B-49B0-4162-A81A-4FD1E7BFC1AA

(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.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.18. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 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.19. **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. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.

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

D.23. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

D.24. **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 five thousand dollars ($5,000.00).

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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.25. **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.26. **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 subGrantee under a contract to the prime Grantee or higher tier subGrantee 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.27. **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:
Metro Public Health Department
2500 Charlotte Ave
Nashville, TN 37209
(615) 340-5616

For enquiries regarding invoices:
Metro Public Health Department
2500 Charlotte Ave
Nashville, TN 37209
(615) 340-5616

Recipient

Why We Can't Wait, Inc.
Darrell Caldwell, CEO/Executive Director
220 Nathan Drive
Goodlettsville, TN 37072
(615) 810-6630

D.28. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

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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 subGrantees of federally appropriated funds shall certify and disclose accordingly.

D.29. **Certification Regarding Debarment and Convictions.**

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

i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;

ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;

iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in Sections D.29(a)(ii) and D.29(a)(iii) of this certification.

b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.29(a).

D.3(**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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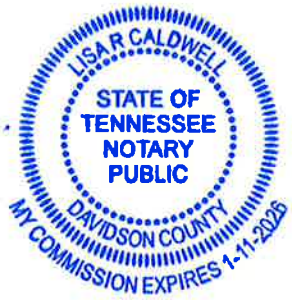
RECIPIENT: WHY WE CAN'T WAIT, INC.

By: Darrell Caldwell

Sworn to and subscribed to before me, a Notary Public this 6 day of June, 2023, by Darrell Caldwell, the Executive Director of Recipient and duly authorized to execute this instrument on Recipient's behalf.

Notary Public: Lisa R Caldwell

My Commission Expires: 1/11/26



DocuSign Envelope ID: 206DD06B-49B0-4162-A81A-4FD1E7BFC1AA

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc., Contract #_____

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Gill C Wright III, MD
0460AC21E1CC408...
Director, Metro Public Health Department — 6/12/2023 Date

DocuSigned by:
Tenné Hamilton Franklin
BEBF0BBF14D14B0...
Chair, Board of Health — 6/12/2023 Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
kelly Flannery
CF513D4D905F4EB...
Director, Department of Finance — DS BB DS AP — 6/14/2023 Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
68804BF12FD741C...
Director of Risk Management Services — 6/14/2023 Date

APPROVED AS TO FORM AND LEGALITY:

Micki Elkc
Metropolitan Attorney — 6/15/2023 | 3:33 PM CDT Date

FILED:

Metropolitan Clerk — Date

DocuSign Envelope ID: 206DD06B-49B0-4162-A81A-4FD1E7BFC1AA

TABLE OF CONTENTS OF ATTACHMENTS

A. Grant Spending Plan
B. Memorandum of Understanding Between Recipient and MNPD
C. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Documentation
D. Charter and Tennessee Secretary of State Nonprofit Confirmation
E. Annual audit conducted by an independent CPA in accordance with generally accepted auditing standards
F. Non-Profit Grants Manual Receipt Acknowledgement

DocuSign Envelope ID: 206DD06B-49B0-4162-A81A-4FD1E7BFC1AA

ATTACHMENT A

GRANT BUDGET

(BUDGET PAGE 1)

Why We Can't Wait, Inc.

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning August 1, 2023, **and ending** July 31, 2025.

Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH [3]	TOTAL PROJECT
1	Salaries [2]	$482,800.00	$0.00	$482,800.00
2	Benefits & Taxes	$102,930.00	$0.00	$102,930.00
4, 15	Professional Fee/ Grant & Award [2]	$40,550.00	$0.00	$40,550.00
5	Supplies	$3,600.00	$0.00	$3,600.00
6	Telephone	$2,100.00	$0.00	$2,100.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$6,020.00	$0.00	$6,020.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$3,000.00	$0.00	$3,000.00
16	Specific Assistance To Individuals [2]	$ 85,000.00	$0.00	$85,000.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$24,000.00	$0.00	$24,000.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (0% of S&B)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$750,000.00	$0.00	$750,000.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf).

[2] Applicable detail follows this page if line-item is funded.

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

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ATTACHMENT A (continued)

750000 **GRANT BUDGET LINE-ITEM DETAIL**

(BUDGET PAGE 2)

SALARIES						AMOUNT
Name - Title	Salary	x	Percentage of Time	+	Longevity Bonus	
Executive Director - Darrell Caldwell	18,500	x	100%	+	$	18,500.00
North Nashville Community Safety Project Manager - Walter Lynn Stuart	100,000	x	100%	+	$	100,000.00
Outreach Worker (Vacant)	91,080	x	100%	+	$	91,080.00
Violence Interrupter (Vacant)	91,080	x	100%	+	$	91,080.00
Violence Interrupter (Vacant)	91,080	x	100%	+	$	91,080.00
Violence Interrupter (Vacant)	91,080	x	100%	+	$	91,080.00
		x	100%	+	$	-
		x	100%	+	$	-
		x	100%	+	$	-
		x	100%	+	$	-
		x	100%	+	$	-
		x	100%	+	$	-
		x	100%	+	$	-
		x	100%	+	$	-
ROUNDED TOTAL					$	482,800.00

PROFESSIONAL FEE/ GRANT & AWARD		AMOUNT
Staff Professional Development Activities (i.e., CPR/AED, Implicit Bias Training, Systems Thinking, Improv, Conflict Resolution, ACES, Trauma-Informed Care, Epigentics, Community Organizing, Restorative Justice, etc.)	40,550	$40,550.00
ROUNDED TOTAL	$	40,550.00

TRAVEL/ CONFERENCES & MEETINGS			AMOUNT
Staff Travel To and From Meetings	9,200	66%	$ 6,026
ROUNDED TOTAL		$	6,026

SPECIFIC ASSISTANCE TO INDIVIDUALS		AMOUNT
Community Engagement Activities (i.e., quarterly activities to promote anti-violence education and pro-social norms in North Nashville)	80,000	80,000
Meals to support community engagement activities	5,000	$ 5,000.00
ROUNDED TOTAL	$	85,000.00

Other Non-Personnel		AMOUNT
Financial administrative services related to bookkeeping, processing payroll, issuing checks, annual 990, etc.	24,000	24,000
ROUNDED TOTAL	$	24,000.00

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Hourly Rate if paid hourly

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Why We Can't Wait, Inc. - Cure Violence Budget Narrative

Budget Overview

Salaries and Wages	$585,750
Professional Development	$ 40,550
Community Engagement	$ 80,000
Supplies	$ 5,700
Meals	$ 5,000
Other Non-Personnel	$ 24,000
Travel/Mileage	$ 6,000
General Liability Insurance	$ 3,000
Total	**$750,000**

Budget Summary and Details

Salaries and Wages = $585,750

Executive Director = $20,350

Position Title and Name	*Annual Salary*
Executive Director	
Year 1	*$ 9,250*
Year 2	*$ 9,250*
Employer Taxes	*$ 1,850*
Total	*$ 20,350*

Justification: Responsible for providing administrative support to this project to ensure its success.

North Nashville Community Safety Program Manager = $110,000

Position Title and Name	*Annual Salary*
North Nashville Community Safety Project Manager	
Year 1	*$50,000*
Year 2	*$50,000*
Employer Taxes	*$10,000*
Total	*$110,000*

Justification: Responsible for providing leadership and support to this project to ensure its success.

Outreach Worker = $100,188 Reports to: **Program Manager**

Position Title and Name	*Annual Salary*
Outreach Worker	
Year 1	*$ 44,000*
Year 2	*$ 47,080*
Employer Tax	*$ 9,108*
Total	*$100,188*

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Justification: Responsible for educating individuals or communities about available services, resources, and support networks. Additionally, organize outreach and educational activities, such as community events, workshops, presentations, or health fairs.

Violence Interrupter = $300,564 (3 Hires) Reports To: **Program Manager**

Position Title and Name	*Annual Salary*
Violence Interrupter (3 Hires)	
Year 1	*$132,000*
Year 2	*$141,240*
Employer Tax	*$ 27,324*
Total	*$300,564*

Justification: Responsible for actively intervening in potentially violent situations and mediate conflicts to prevent violence from escalating.

Fringe Benefits = $54,648

Position Title and Name	*Amount*
Outreach Worker	*$ 13,662*
Violence Interrupter (3 Hires)	*$ 40,986*
Total	*$ 54,648*

Justification: Providing fringe benefits including health care to staff allows us to treat staff equitable.

Professional Development Cost = $40,550

Provide professional development opportunities that include, but is not limited to the following:

Professional Development Activity
CPR/AED/First Aid Certification
Results Based Accountability
Implicit Bias Training
Groundwater Training
Non-Violent Communication
Conflict Resolution
ACEs
Trauma
Trauma Informed Care
Epigenetics
Community Engagement and Organizing
Restorative Justice
De-Escalation Strategies
Public Health 101 – Socio Ecological Model
Public Relations
Personality Trait Test
Improv
Systems Thinking

Justification: Providing professional development opportunities is essential for the growth and development of staff and us to implement the Cure Violence Model with fidelity.

Community Engagement Activities = $80,000

Community Engagement Activities	***Amount***
Year 1	*$ 40,000 ($10,00 each quarter)*
Year 2	*$ 40,000 ($10,00 each quarter)*

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Total	*$ 80,000*

Justification: Providing community engagement each quarter allows the program to develop rapport with the community and allow staff to establish and promote anti-violence activities and pro-social community norms.

Supplies = $5,700

Type	*Amount*
Technology	
Phone	*$ 2,100*
Computer	*$ 1,000*
Hotspots	*$ 500*
Office Supplies	*$ 500*
Staff Supplies	*$ 600*
Facilitation Supplies	*$ 1,000*
Total	*$ 5,700*

Justification: Providing staff with the supplies they need in order to fulfill their responsibilities.

Meals = $5,000

Meals	***Amount***
Year 1	*$ 2,500*
Year 2	*$ 2,500*
Total	*$ 5,000*

Justification: Providing meals to support the community outreach and community engagement activities

Travel / Mileage = $6,000

Travel	***Amount***
Year 1	*5343.5 (Trips) X .655 = $3,500*
Year 2	*5343.5 (Trips) X .655 = $3,500*
Total	*$ 7,000*

Justification: Compensating staff for allowable mileage in the fulfillment of their work duties and responsibilities. .

General Liability Insurance = $3,000

General Liability Insurance	***Amount***
Year 1	*$ 1,500*
Year 2	*$ 1,500*
Total	*$ 3,000*

Justification: Providing financial protection from unexpected expenses related to most common types of accidents that can affect business and lead to lawsuits.

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

JOHN COOPER
MAYOR

OFFICE OF THE MAYOR
METROPOLITAN COURTHOUSE
NASHVILLE, TENNESSEE 37201
PHONE: (615) 862-6000
EMAIL: mayor@nashville.gov

Ron Johnson Mayor's Office 1 Public Square Nashville, TN 37201

May 24, 2023

Metro Nashville Health Department
Lentz Public Health Center
2500 Charlotte Ave
Nashville, TN 37209

Dear Sir/Madam,

RE: Application for Violence Interruption Pilot - Request # 00961774

I am writing from the Nashville Mayor's Office to acknowledge and confirm the receipt and recording of the application from the organization "Why We Can't Wait Inc." for the Violence Interruption Pilot. The application was received on April 28, 2022, during the previous fiscal year. The application was received by the Mayor's Office of Community Safety, and promptly submitted to the Community Safety Partnership Fund's Advisory Board for consideration for the North Nashville Violence Interruption Pilot Program.

Please find below the details of the application for your reference:

> Request # 00961774. Organization Name: Why We Can't Wait Inc. Requester's Contact Information: Name: Darrell Caldwell. Email Address: dcaldwl@comcast.net. Mailing Address: 220 Nathan Drive, Goodlettsville, TN 37072. Main Phone: 615-810-6630. Mobile: 615-810-6630.

In addition to this acknowledgement of receipt, the Mayor's Office of Community Safety would like to address allowable expenses against Metro grants, to the best of its knowledge. The source of these allowable expenses is the February 2, 2023 "Non-Profit Grants Manual" from Metro Finance. For further information on the contents and intents of this document, please contact Kevin Brown in Metro Finance: kevin.brown@nashville.gov, 615-862-6712.

Regarding grant expenditures in relation to meal expenses:

1. **Allowable Costs for Metro Grants** (pp. 21 - 23)
    - *Section 12: Specific Assistance to Individuals* - "Direct payments to eligible participants in the grant program are allowable. Such costs should be consistent with the program requirements and must be paid to only qualified individuals to be allowable." (Note: If these direct payments are for **meals**, that is considered an allowable expense.)
    - *Section 13: Organization Costs* - "Costs of the organization's membership in business, technical, and professional organizations are allowable. Costs of the organization's subscriptions to business, professional, and technical periodicals are allowable. Costs of meetings and conferences, when the primary purpose is the dissemination of technical

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

JOHN COOPER
MAYOR

OFFICE OF THE MAYOR
METROPOLITAN COURTHOUSE
NASHVILLE, TENNESSEE 37201
PHONE: (615) 862-6000
EMAIL: mayor@nashville.gov

information, are allowable. This includes costs of **meals**, transportation, rental of facilities, and other items incidental to such meetings or conferences. Costs of membership in any civic or community organization are unallowable. Costs of membership in any country club or social or dining club or organization are unallowable."

2. **CHAPTER 6: UNALLOWABLE COSTS** (p. 25)
    - *Section 5: Entertainment Costs* - "Costs of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as **meals**, lodging, rentals, transportation, and gratuities are unallowable."
3. **APPENDIX E - SAMPLE GRANT CONTRACT TEMPLATE** (pp. 44 - 47)
    - *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."

The "Why We Can't Wait Inc." and Mr. Caldwell and his staff seek to contribute to our city's efforts to combat violence, creating a safer and more peaceful environment for our residents. The details of their proposed pilot project have been duly noted and recorded.

We look forward to our city's shared endeavor in fostering safety and harmony in our community. For any additional information or updates on the progress of the application review, feel free to get in touch with our office.

Best Regards,

DocuSigned by:
Ron Johnson
569664B46ABB4E3...
5/24/2023

Ron Johnson
Director of Community Safety
Nashville Mayor's Office
Phone: 615-862-6000
Email: Ron.Johnson@nashville.gov

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Certificate Of Completion

Envelope Id: 380C3A3D10004413922B3E2231CECABA
Status: Completed
Subject: Complete with DocuSign: Why We Can't Wait Acknowledgement (2).pdf, Mail - Lacy, Mike (Mayor's O...
Source Envelope:
Document Pages: 65
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mike Lacy
mike.lacy@nashville.gov
IP Address: 170.190.198.185

Record Tracking

Status: Original
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Holder: Mike Lacy
mike.lacy@nashville.gov
Pool: StateLocal
Pool: Nashville Mayor's Office - Office of Community Safety

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Signer Events	Signature	Timestamp
Ron Johnson ron.johnson@nashville.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Ron Johnson 569864B46ABB4E3...	Sent: 5/24/2023 8:51:20 AM Viewed: 5/24/2023 8:53:01 AM Signed: 5/24/2023 8:53:12 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
Accepted: 4/11/2022 10:41:11 AM
ID: 6fb02a7d-b8d8-4c3b-b4e2-84008abe3483

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Anthony Johnson anthony.johnson@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/24/2023 8:51:20 AM Viewed: 5/24/2023 9:08:50 AM

Electronic Record and Signature Disclosure:
Accepted: 5/1/2023 6:01:16 AM
ID: fce9a449-b4ad-4bff-99c1-387277585fad

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/24/2023 8:51:20 AM
Certified Delivered	Security Checked	5/24/2023 8:53:01 AM
Signing Complete	Security Checked	5/24/2023 8:53:12 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	5/24/2023 8:53:12 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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From time to time, Nashville Mayor's Office - Office of Community Safety (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Nashville Mayor's Office - Office of Community Safety:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: mike.lacy@nashville.gov

To advise Nashville Mayor's Office - Office of Community Safety of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mike.lacy@nashville.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Nashville Mayor's Office - Office of Community Safety

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mike.lacy@nashville.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Nashville Mayor's Office - Office of Community Safety

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mike.lacy@nashville.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Nashville Mayor's Office - Office of Community Safety as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Nashville Mayor's Office - Office of Community Safety during the course of your relationship with Nashville Mayor's Office - Office of Community Safety.

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Attachment B

MEMORANDUM OF UNDERSTANDING BETWEEN THE WHY WE CAN'T WAIT AND THE METROPOLITAN NASHVILLE POLICE DEPARTMENT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this 3rd day of May, 2023, by and between the WHY WE CAN'T WAIT (CBO) and the METROPOLITAN NASHVILLE POLICE DEPARTMENT (MNPD).

I. INTRODUCTION It is understood and agreed that a cooperative relationship between the Metropolitan Nashville Police Department (hereinafter MNPD) and Why We Can't Wait (hereinafter CBO) is in the best interest of the citizens and Nashville and Davidson County. To these ends, the MNPD embraces the concept of violence interruption.

The CBO and the MNPD (collectively "the Parties") enter into this Memorandum of Understanding (MOU) with the goal of ensuring cooperative interaction such that violence interruption services are delivered in Metro Nashville in a manner that effectively ensures officer and public safety, promotes public confidence in the CBO, and MNPD and in the services each delivers.

II. COOPERATION AND ACCESS TO RECORDS AND INFORMATION

A. The Department agrees to adopt policies to facilitate and promote cooperation with the CBO in the performance of its work regarding community safety and violence interruption.

III. CONFIDENTIALITY

A. The CBO will maintain the confidentiality of any confidential document or confidential information received from MNPD, and of any confidential information derived from any such confidential document or confidential information obtained from MNPD.

B. MNPD shall mark or otherwise clearly designate what documents or information it is providing to the CBO that are confidential. Anything not so marked or designated will not be treated as confidential.

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WHY WE CAN'T WAIT

By Darrell Caldwell 05/05/2023
(Executive Director) Date

METROPOLITAN NASHVILLE POLICE DEPARTMENT

By _____ 5-5-23
(Chief of Police) Date

APPROVED AS TO FORM AND LEGALITY:

By _____ _____
(Assistant Metropolitan Attorney) Date

Filed WITH THE METRO CLERK

By _____ _____
(Metro Clerk) Date

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

DEPARTMENT OF THE TREASURY

Date: FEB 14 2014

WHY WE CANT WAIT INCORPORATED
220 NATHAN DR
GOODLETTSVILLE, TN 37072-2509

Employer Identification Number:
46-0755751
DLN:
17053017347003
Contact Person:
JAMES ST. JULIEN ID# 52653
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
August 17,2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947

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State of Tennessee

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

CHARTER
(Nonprofit Corporation)

For Office Use Only

The undersigned acting as incorporator(s) of a nonprofit corporation under the *Tennessee Nonprofit Corporation Act* adopts the following Articles of Incorporation.

1. The name of the corporation is: Why We Can't Wait, Inc

2. Please complete all of the following sentences by checking one of the two boxes in each sentence:
This corporation is a ☑ public benefit corporation / ☐ mutual benefit corporation.
This corporation is a ☐ religious corporation / ☑ not a religious corporation.
This corporation will ☐ have members / ☑ not have members.

3. The name and complete address of the corporation's initial registered agent and office in Tennessee is:

Name	Street Address	City	State	Zip Code	County
Lisa R Caldwell	220 Nathan Dr	Goodlettsville	TN	37072	Davidson

4. List the name and complete address of each incorporator:

Name	Street Address	City	State	Zip Code
Lisa R Caldwell	220 Nathan Dr	Goodlettsville	TN	37072

5. The complete address of the corporation's principal office is:

Street Address	City	State/Country	Zip Code
220 Nathan DRIVE	Goodlettsville TN	Davidson	37072

6. The corporation is not for profit.

7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time are:
Date N/A Time _____ (Not to exceed 90 days.)

8. Insert here the provisions regarding the distribution of assets upon dissolution: All of the remaining assets and property of the corporation shall, after all debts and necessary expenses of dissolution have been paid, be distributed to such organization that qualify under 501c3 of IRS Code of 1954.

9. Other provisions: _____

8/16/12
Signature Date

Lisa R Caldwell
Incorporator's Signature

Lisa R. Caldwell
Incorporator's Name (typed or printed)

SS-4418 (Rev. 9/04) **Filing Fee: $100** RDA 1678

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Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **Why We Can't Wait, Inc**

General Information

SOS Control #	**000693574**	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	08/17/2012
	08/17/2012 8:40 AM	Fiscal Year Close	12
Status:	Active		
Duration Term:	Perpetual		
Public/Mutual Benefit:	Public		

Registered Agent Address
LISA R. CALDWELL
220 NATHAN DR
GOODLETTSVILLE, TN 37072-2509

Principal Address
LISA CALDWELL
220 NATHAN DR
GOODLETTSVILLE, TN 37072-2509

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
04/12/2022	2021 Annual Report	B1199-5909
04/30/2021	2020 Annual Report	B1027-4544
03/30/2020	2019 Annual Report	B0849-4057
04/02/2019	2018 Annual Report	B0686-0291
01/07/2018	2017 Annual Report	B0472-8761
02/19/2017	2016 Annual Report	B0349-1091
03/14/2016	2015 Annual Report	B0215-5430
02/21/2015	2014 Annual Report	B0057-3100
03/23/2014	2013 Annual Report	A0225-0440
Principal Address 3 Changed From: No value To: LISA CALDWELL		
03/28/2013	2012 Annual Report	A0168-0613
08/17/2012	Initial Filing	7084-3039

Active Assumed Names (if any)	Date	Expires

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Details

WHY WE CAN'T WAIT, INC.

220 NATHAN DRIVE GOODLETTSVILLE TN 37072
Mr. Darrell Caldwell
(615) 810-6630
wwcwnash.org

Status: Active
CO Number: CO23511
Registration Date: 03/22/2015
Renewal Date: 06/30/2023

Purpose

Why We Can't Wait Inc's Mission is to empower and develop youth in the under-served communities to become productive citizens in society;also improve parent involvement by encouraging better parent/child relations, and combat growing health concerns in under-served/underprivileged communities such as, but not limited to, childhood obesity and diabetes, and sedentary lifestyles of families.

Financials (8)

Officers (6)

Charity Events (0)

Details	CO14818	WAIT ANIMAL RESCUE AND SANCTUARY	Active	CENTERVILLE	TN	3/22/2010
Details	CO23400	WAITING FOR A STAR TO FALL FARM	Active	TULLAHOMA	TN	3/2/2015
Details	CO23511	WHY WE CAN'T WAIT, INC.	Active	GOODLETTSVILLE	TN	3/22/2015
Details	CO13122	WINGS IN WAITING	Expired	DUNLAP	TN	3/27/2009

10 items per page

1 - 6 of 6 items

Details

WHY WE CAN'T WAIT, INC.

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Officers (6)

Charity Events (0)

Tennessee Secretary of State

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WHY WE CAN'T WAIT, INC.

INDEPENDENT AUDITORS' REPORT
AND
FINANCIAL STATEMENTS

FOR THE YEAR ENDED
DECEMBER 31, 2020

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WHY WE CAN'T WAIT, INC.
INDEPENDENT AUDITORS' REPORT
AND FINANCIAL STATEMENTS

Table of Contents

INDEPENDENT AUDITORS' REPORT----------1-2

FINANCIAL STATEMENTS

STATEMENT OF FINANCIAL POSITION----------3

STATEMENT OF ACTIVITIES----------4

STATEMENT OF CASH FLOWS----------5

SATEMENT OF FUNCTIONAL EXPENSES----------6

NOTES TO FINANCIAL STATEMENTS----------7-9

DocuSign Envelope ID: 206DD06B-49B0-4162-A81A-4FD1E7BFC1AA

spd CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Why We Can't Wait, Inc.
220 Nathan Drive
Goodlettsville, TN 37072

We have audited the accompanying financial statements of Why We Can't Wait, Inc. (a not-for-profit organization), which comprise the statements of financial position as of December 31, 2020, and the related statement of activities, cash flows and functional expenses for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to

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design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Why We Can't Wait, Inc. as of December 31, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

SPD CPA Firm

SPD CPA Firm
September 30, 2021

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WHY WE CAN'T WAIT, INC.
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2020

Assets		
Current assets		
Cash	$	25,187
Endowment Fund		10,000
Total current assets		35,187
Fixed Assets		
Furniture and Equipment		17,358
Accumulated Depreciation		(1,312)
Total fixed assets		16,046
Total assets	$	51,233
Liabilities and net assets		
Current liabilities		
Total liabilities	$	-
Net Assets		
Without Donor Restrictions		51,233
Total net assets		51,233
Total liabilities and net assets	$	51,233

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

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WHY WE CAN'T WAIT, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2020

Grant Revenue	$	173,616
Contributions		50,850
Program Income		11,638
Other Income		1,955
Total Operating Revenue		238,059
Expenses		
Program Expenses		202,452
General and Administrative		2,180
Total Expenses		204,632
Change in Net Assets		33,427
Net Assets, Beginning of Year		17,806
Net Assets, End of Year	$	51,233

The accompanying notes are an integral part of these financial statements

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WHY WE CAN'T WAIT, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2020

Cash flows from operating activities		
Increase in net assets	$	33,427
Adjustments to reconcile change used in net assets to used net cash provided by (used in) operating activities:		
Depreciation		1,312
Decrease in payroll liabilities		(962)
Net cash provided by operating activities		33,777
Cash flows from investing activities		
Investment in endowment fund		(10,000)
Purchase of furniture and equipment		(17,358)
Net cash provided by investing activities		(27,358)
Cash flows from financing activities		-
Net increase in cash and cash equivalents		6,419
Cash and cash equivalents, beginning of year		18,768
Cash and cash equivalents, end of year	**$**	**25,187**

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

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WHY WE CAN'T WAY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2020

	Program Expenses	General and Administrative	Total
Bank Service Charges	$ 205	$ -	$ 205
Business Expenses	-	1,142	1,142
Contract Services	118,936	1,038	119,974
Depreciation	1,312	-	1,312
Facilities and Equipment	1,847	-	1,847
Facilities and Equipment - Rent	16,864	-	16,864
Field Trip	2,150	-	2,150
Insurance	3,632	-	3,632
Miscellaneous	2,457	-	2,457
Operations - Books, Subscriptions	2,088	-	2,088
Operations - Supplies and Food	16,386	-	16,386
Payroll Expenses	33,461	-	33,461
Payroll Taxes	2,487	-	2,487
Travel and Meetings	627	-	627
Total Expenses	$ 202,452	$ 2,180	$ 204,632

The accompanying notes are an integral part of these financial statements

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NOTE 1---NATURE OF THE ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

Why We Can't Wait, Inc.(WWCW) provides a nontraditional program for boys 12 -18 years old that reside in the Tony Sudekum/ J.C.Napier housing projects. One of our biggest goals is to reduce the number of murders occurring among teens that live in these developments. Additional goals include providing job training opportunities, ensuring that our participants graduate from high school, assisting participants with employment and providing fitness and nutrition sessions.

Programs

CCM Leadership Academy:

CCM Leadership Academy is a city-wide, eight-week summer enrichment program that serves youth / teens ages 6 -16. The program targets inner-city youth and preps them for academic success while developing them physically, socially, emotionally as leaders.

The WWCW Jr. Read to Rise Program:

The WWCW Jr. Read to Rise program is city-wide and geared toward rising 3rd /4th grade boys. Scholastic summer bundle book reading, coupled with grammar sessions and weekly spelling test, is one of the highlighted features. The program includes activities that help participants learn many skill sets.

WWCW South:

WWCW South targets boys 13 – 18 years of age that reside in Tony Sudekum/J.C. Napier housing projects. Our goal is to develop leaders and prep them for academic success while engaging them in real life experiences that will assist them in becoming productive men.

WWCW East:

WWCW East serves boys 13 – 18 that reside in James Cayce housing projects, Levy Place and 37206/37207 zip codes. We have developed many programs to help focus the children's development into productive men in the community while preparing them for success with their studies.

Basis of Presentation

The financial statements have been prepared on the accrual basis of accounting and accordingly revenue is recognized when earned, support and promises to give are recognized when received and expenses are recorded when incurred.

The financial statements presentation follows the recommendations of the Financial Accounting Standard Board's Accounting Standard Codification (FASB ASC 958), Financial Statements of Not-for-Profit Organizations. Under FASB ASC 958, WWCW 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.

Financial position and activities are classified based on the existence or absence of donor

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restrictions as follows:

Net Assets Without Donor Restrictions — Net assets that are not restricted by purpose or time either temporarily or permanently by explicit donor stipulations or by law. Board designation does not constitute a donor restriction.

Net Assets With Donor Restrictions — Net assets that are restricted by purpose or time either temporarily or permanently by explicit donor stipulations or by law

As of December 31, 2020, WWCW had no net assets with donor restrictions.

Revenue, Support, and Expenses
WWCW receives contributions from corporations and individual donors and recognizes revenue when cash or a firm promise to give is obtained.

Contributions received are measured at their fair value and are reported as an increase in net assets. WWCW 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, or if they are designated as support for future periods. Donor-restricted contributions whose restrictions are met in the same reporting period are reported as unrestricted support.

Expenses are recorded when incurred in accordance with the accrual basis of accounting.

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and 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 statement of cash flows, WWCW cash and cash equivalents consist of a checking account maintained at a financial institution.

Income Taxes
WWCW is a tax-exempt entity under Section 501 (c) (3) of the Internal Revenue Code. Accordingly, no provision for income tax is considered necessary.

Fixed Assets
Disbursements for property and equipment are capitalized and reflected in the statement of financial position at cost. Expenditures for additions and major improvements are capitalized while those for maintenance and repairs are charged to expenses as incurred. Depreciation, which is reflected as an expense in the statement of activities, is computed on the straight-line method over the following estimated useful lives:

	Years
Furniture and equipment	5—7

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NOTE 2---INVESTMENTS

WWCW created an Endowment Fund in November 2020. The Endowment is set up to provide financial support for operations as the program continues to grow.

NOTE 3—OFFICE RENT

WWCW rents space from Cleveland Street Baptist Church, located at 608 Cleveland Street. The monthly rental expense is $500 for eight months. During the summer months, the program operates full-time and a one-time fee of $10,000 is paid. Total rental expense as of December 31, 2020 was $15,500.

NOTE 4--SUBSEQUENT EVENTS

There were no subsequent events requiring disclosure as of September 30, 2021, the date management evaluated such evens. September 30, 2021 is the date the financial statements were available to be issued.

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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: **Why We Can't Wait, Inc.**

May 16, 2023

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:

  www.nashville.gov/departments/finance/grants-and-accountability/grants

- 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.*

Darrell Caldwell

Signature of Authorized Representative
Name: Darrell Caldwell
Title: Executive Director
Agency Name: Why We Can't Wait, Inc.
Date: 06/07/2023

LISA R CALDWELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 1-11-2026

Lisa Caldwell 6/6/23
Notary Public
Exp 1-11-26