

Resolution No. RS2021-707

A resolution approving a memorandum of agreement by and between the Metropolitan Development and Housing Agency and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, to utilize funds to provide essential staffing and equipment to expand the Homeless Management Information System (HMIS).

WHEREAS, the Metropolitan Development and Housing Agency and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, have entered into a memorandum of agreement to utilize \$395,020.00 in Emergency Solutions Grant Coronavirus funds to provide essential staffing and equipment to expand the Homeless Management Information System (HMIS); and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this memorandum of agreement be accepted.

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

Section 1. That the memorandum of agreement by and between the Metropolitan Development and Housing Agency, in an amount not to exceed \$395,020.00, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, to utilize funds to provide essential staffing and equipment to expand the Homeless Management Information System (HMIS), a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant be appropriated to the Metropolitan Social Services Commission, based on revenues estimated to be received and any match to be applied.

Section 3. That 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:

DocuSigned by:

Kevin Crumbo

Kevin Crumbo, Finance Director

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Meki Eke

Assistant Metropolitan Attorney

INTRODUCED BY:

Kyomte Joorniss

[Signature]

Zulfat Suara

Member(s) of Council

Jay L. Stipe

GRANT SUMMARY SHEET

Grant	HUD Emergency Solution COVID19 (ESGCV) 20-22
Department:	SOCIAL SERVICES
Grantor:	U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
Pass-Through Grantor	MDHA
Total Award this	\$395,020.00
Cash Match	\$0.00
Department	Yuri Hancock 862-6406
Status	NEW

Program Description:

A Memorandum of Agreement between MDHA and Social Services to utilize \$395,020.00 in Emergency Solution Grant Coronavirus (ESG-CV) funds to be used to provide essential staffing and equipment to expand the Homelessness Management Information Systems (HMIS) and to support the creation of a centralized landlord search effort to respond to COVID19 operated by the Homeless Impact Division of Metro Social Services acting as the designated HMIS Lead by the Nashville Davidson County Homelessness Planning Council (CoC) to the Metro Government of Nashville and Davidson County (Metro).

Plan for continuation of services upon

The Homeless Impact Division of Metro Social Services is working with the community to establish a sustainable Landlord Engagement effort after the two year grant expires. With the expiration of grant dollars, the additional Homeless Management Information Systems grant work will be reduced.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact		Phone	Fax		
SOCIAL SERVICES	37	Yuri Hancock		862-6406	862-6404		
Grant Name:		HUD Emergency Solution COVID19 (ESGCV) 20-22					
Grantor:		U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT			Other:		
Grant Period From:		11/01/20	<small>(applications only)</small> Anticipated Application Date:				
Grant Period To:		06/30/22	<small>(applications only)</small> Application Deadline:				
Funding Type:		FED PASS THRU	Multi-Department Grant <input type="checkbox"/> → If yes, list below.				
Pass-Thru:		MDHA	Outside Consultant Project: <input type="checkbox"/>				
Award Type:		OTHER	Total Award: \$395,020.00				
Status:		NEW	Metro Cash Match: \$0.00				
Metro Category:		New Initiative	Metro In-Kind Match: \$0.00				
CFDA #		N/A	Is Council approval required? <input checked="" type="checkbox"/>				
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
<p>A Memorandum of Agreement between MDHA and Social Services to utilize \$395,020.00 in Emergency Solution Grant Coronavirus (ESG-CV) funds to be used to provide essential staffing and equipment to expand the Homelessness Management Information Systems (HMIS) and to support the creation of a centralized landlord search effort to respond to COVID19 operated by the Homeless Impact Division of Metro Social Services acting as the designated HMIS Lead by the Nashville Davidson County Homelessness Planning Council (CoC) to the Metro Government of Nashville and Davidson County (Metro).</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
The Homeless Impact Division of Metro Social Services is working with the community to establish a sustainable Landlord Engagement effort after the two year grant expires. With the expiration of grant dollars, the additional Homeless Management Information Systems grant work will be reduced.							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund	Business Unit		
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		2.00		Actual number of positions added:		2.00	
Departmental Indirect Cost Rate		30.64%		Indirect Cost of Grant to Metro:		\$77,544.00	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:		\$35,900.00 in budget	
<small>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</small>							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	\$158,008.00			\$0.00		\$0.00	\$158,008.00	\$31,017.60	\$14,360.00
Yr 2	FY22	\$237,012.00			\$0.00		\$0.00	\$237,012.00	\$46,526.40	\$21,540.00
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$395,020.00	\$0.00	\$0.00	\$0.00		\$0.00	\$395,020.00	\$77,544.00	\$35,900.00
Date Awarded:			11/23/20		Tot. Awarded:		\$395,020.00	Contract#: N/A		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

VW

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH
THE METROPOLITAN SOCIAL SERVICES COMMISSION**

This Memorandum of Agreement (hereinafter “**Agreement**”) is made and entered into this 1st 4th day of November 4th, 2020, by and between the **Metropolitan Development and Housing Agency** (hereinafter “**MDHA**”) and **Metropolitan Government of Nashville and Davidson County** acting by and through the **Metropolitan Social Services’ Homeless Impact Division** (hereinafter “**Grantee**”).

WITNESSETH:

WHEREAS, MDHA is responsible for administering the *2018-2023 Consolidated Plan for Housing and Urban Development* (hereinafter “**Five-Year Plan**”) and its related programs, including those funded via the CARES Act, specifically the U.S. Department of Housing and Urban Development’s (hereinafter “**HUD**”) Emergency Solutions Grant Corona Virus (hereinafter “**ESG-CV**”) program; and

WHEREAS, the ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19; and

WHEREAS, the Action Plan for the use of the 2nd allocation of ESG-CV funds provides \$ 395,020 to be used to provide essential staffing and equipment to expand the Homeless Management Information System (HMIS) and to support the creation of a centralized landlord search effort to respond to COVID-19 operated by the Grantee acting as the designated HMIS Lead by the Nashville-Davidson County Homelessness Planning Council (CoC) to the Metropolitan Government of Nashville and Davidson County (Metro); and

WHEREAS, Grantee, as the designated HMIS Lead, will receive a grant (the “**ESG-CV Grant**”) in an amount not to \$ 395,020 (the “**ESG-CV Grant Amount**”) in order to expand the implementation of the HMIS Program operated by the Grantee as well as create a centralized landlord search effort coordinated through the Grantee on behalf of the community;

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

SECTION I - SCOPE OF SERVICES

A. Activities

1. Grantee will hire additional staff and acquire equipment to extend HMIS coverage to respond to COVID-19 to enable the capture of information on the homeless population being served with the 2nd allocation of ESG-CV funds in accordance with the budget submitted by Grantee, which is attached hereto as **Exhibit A** and incorporated herein. Grantee shall take all actions necessary to accomplish the grantee program, the goals of ESG-CV and the terms of this Agreement. ESG-CV funds may not be used for another eligible activity unless such use is approved in writing by MDHA. In no circumstance shall ESG-CV funds be used for activities other than those authorized in the ESG Program Interim Regulations at 24 C.F.R. Parts 91 and 576.107 and any additional guidance related to the ESG-CV CARES Act funds.
2. Grantee will hire additional staff and acquire equipment to build a centralized Landlord Search effort that is coordinated by the Grantee on behalf of the community to respond to COVID-19. The Landlord Search effort will supplement the community's Rapid Re-Housing programs to ensure housing units are available to fulfill the requirements of the ESG-CV funds.
3. Grantee shall periodically send representatives to local meetings, at the reasonable request of MDHA, to discuss the Grantee Program and ESG-CV programs and activities.
4. Grantee will submit periodic progress reports as required by MDHA, including all data from contracted service providers needed to meet federal reporting requirements. This includes the Annual Program Report, to be submitted by July 1. It will include client data as detailed, and where applicable, in Sections VI (C)(3) and (D)(2).
5. Grantee will complete an annual report on program accomplishments and beneficiary demographics for completion of the Consolidated Annual Performance Evaluation Report. This report must be submitted to MDHA within 30 days after the end of each program year (no later than July 1). Submission of the ESG CAPER report will be through either the HMIS system or the approved comparable database for those agencies providing services for domestic violence victims. Required data to be included is detailed in Sections VI (C)(3) and (D)(2).

B. Personnel

1. Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with MDHA.
2. All of the services required hereunder will be performed by the Grantee under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Federal, state and local law to perform such services.

C. Monitoring

MDHA or its designee shall monitor the performance of the Grantee with regard to Grantee Program activities to ensure compliance with the requirements of ESG-CV, HMIS and this Agreement.

SECTION II - TIME OF PERFORMANCE

Services provided to implement the Grantee Program shall begin on the 1st day of November 2020 and end on the 30th day of June 2022, or upon termination or suspension as set forth in Section V (E) of this Agreement. MDHA may extend this Agreement through the 30th day of September 2022 with documentation that all funds will be expended by the deadline.

SECTION III – PAYMENT

1. The total amount of ESG-CV funds awarded under this Agreement shall not exceed \$395,020 for Grantee Program services.
2. Grantee shall submit invoices no more frequently than monthly for reimbursement of actual expenses incurred, along with documentation supporting those expenses, to MDHA for activities performed in accordance with this Agreement as described in **Exhibit B**. Description of the supporting documentation required for reimbursement is set forth herein in **Exhibit B**.
3. MDHA shall carefully review of all requests for reimbursement. As long as each request conforms to the terms of this Agreement and the ESG-CV program, MDHA shall reimburse Grantee in a timely fashion.

4. **Not Applicable to this Project.** MDHA acknowledges and agrees that Grantee shall not be required to use Grantee's financial resources to execute the Grantee Program and the following shall not be applicable to this Agreement: If the cost of the Grantee Program services in **Exhibit A** exceeds the ESG-CV Grant Amount, Grantee agrees to use its own financial resources to execute the Grantee Program.
5. Up to ten percent (10%) of the Grantee Program personnel and non-personnel budget items shown in **Exhibit A** may be reallocated within the Grantee Program personnel and non-personnel budget items without the written consent of MDHA in accordance with 2 C.F.R. § 200.308(e). Grantee must advise MDHA via electronic mail transmission about the change so that the adjustment may be made in IDIS, HUD's disbursement system. No other reallocations may be made without the prior written consent of MDHA.
6. If Grantee has not implemented the Grantee Program or otherwise performed its services as required in this Agreement, it shall not be entitled to reimbursement of funds as provided herein, and Grantee shall be required to reimburse MDHA for any funds it received for services not provided or not properly provided.
7. MDHA reserves the right to withhold approval of any reimbursement request if Grantee fails to submit periodic reports or annual reports or fails to clear any monitoring findings within the time allotted as required by MDHA.

SECTION IV - NOTICES

All notices under this Agreement shall be in writing and sent by certified mail to the address listed below for each party.

If to MDHA:

Metropolitan Development and Housing Agency
Attention: Mr. James E. Harbison, Executive Director
701 South Sixth Street
Nashville, Tennessee 37206

If to Grantee:

Metropolitan Social Services
Attention: Renee Pratt, Executive Director
P.O. Box 196300

Nashville, Tennessee 37219-6300

Metropolitan Homeless Impact Division
Attention: Judith Tackett, Director
P.O. Box 196300
Nashville, Tennessee 37219-6300

SECTION V – GENERAL CONDITIONS

A. General Compliance

Pursuant to 24 C.F.R. Parts 91 and 576, the Grantee shall comply with the requirements of ESG Program Interim Regulations at 24 C.F.R. Parts 91 and 576.107 (the U.S. Housing and Urban Development regulations concerning the ESG Program) and all other applicable Federal and State Laws and regulations in the performance of this Agreement; except that the Grantee does not assume MDHA's environmental responsibilities described in 24 C.F.R. 576.407 (d); and the Grantee does not assume MDHA's responsibility for initiating the review process set forth under 24 C.F.R. Part 50.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. MDHA shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor.

C. Grantee Recognition – Not Applicable to this Project

MDHA acknowledges and agrees that the following shall not be applicable to this Agreement: The Grantee shall insure recognition of the role of MDHA in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications pertaining to programs/services made possible with funds made available under this Agreement and submit all publications to MDHA for review prior to distribution.

D. Amendments

The MDHA or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release MDHA or Grantee from its obligations under this Agreement.

MDHA may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both MDHA and Grantee.

E. Suspension or Termination

In accordance with 2 C.F.R. § 200.339 (Remedies for Noncompliance, Termination), either MDHA or the Grantee may suspend or terminate this Agreement if the other party materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure of Grantee or MDHA, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;
4. Submission of reports that are incorrect or incomplete in any material respect; or

In accordance with 2 C.F.R. § 200, Subpart D, this Agreement may also be terminated for convenience by either MDHA or the Grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if MDHA determines that the remaining portion of the award will not accomplish the purpose for which the award was made, MDHA may terminate the award in its entirety.

Should funding for this contract be discontinued, this Agreement may also be terminated by either MDHA or Grantee, in whole or in part, upon thirty (30) days written notice to the other party.

SECTION VI – ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 2 C.F.R. §200, Subpart D, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Grantee shall administer its program in conformance with 2 C.F.R. 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 C.F.R. § 576.107 pertinent to the HMIS activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Financial records as required by 24 C.F.R 576.500, and 2, C.F.R 200, Subpart D Section 200.327 – 200.329; and
- b. Other records necessary to document compliance with Subpart F of 24 C.F.R Part 576.

2. Records Retention

The Grantee shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for 5 years from the date this Agreement expires or terminates and shall make such records available to the U.S. Department of Housing and Urban Development (hereinafter “**HUD**”), MDHA, or MDHA’s designee for inspection.

3. Client Data

The Grantee shall work with other ESG-CV subrecipients to ensure that client data is entered in accordance with protocols established for the HMIS.

This data shall be submitted to MDHA within thirty (30) days of the program year end (on or before July 1) in the form of an Annual Report. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure/Confidentiality

The Grantee agrees to work with other ESG-CV subrecipients to ensure they have written procedures to ensure all client records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG-CV assistance pursuant to 24 C.F.R. Part 576, Subpart B is kept secure and confidential.

5. Close-out

The Grantee's obligation to MDHA shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: final reporting, making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to MDHA, as applicable), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over ESG-CV funds, including Program income, as applicable.

6. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to MDHA, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Grantee hereby agrees to have an annual agency audit conducted in accordance with the single audit requirement of 2 C.F.R. Part 200, Subpart F, including the timeliness threshold, if applicable. This Subpart requires Grantees that expend more than \$750,000 in federal grants to submit a single audit of their agency to MDHA within 30 days of receipt from the auditor. The audit must be completed within 9 months of the end of the Grantee's most recently-completed fiscal year. Grantees not

subject to 2 C.F.R. 200, Subpart F single audit requirement must have adequate internal financial/cash management principles and reporting policies.

C. Reporting and Payment Procedures

1. Program Income

The Grantee shall report monthly all Program income (as defined in 2 C.F.R. § 200.80) generated by activities carried out with ESG-CV funds made available under this Agreement, if applicable. Program income received by Grantee through activities undertaken with ESG-CV funds pursuant to this Agreement shall be returned to MDHA. Program income on hand when the Agreement expires or after the Agreement's expiration date shall be paid to MDHA as required by 2 C.F.R. § 200.307.

2. Indirect Costs

Up to 10% of grant funds can be used to cover indirect costs including but not limited to administrative staff not directly involved in the activities described in this Agreement, office space used by administrative staff, grant management, audit expenses, and liability insurance specifically for these activities. Indirect costs in excess of 10% will not be allowed unless the Grantee provides a HUD approved cost allocation plan.

3. Progress Reports

The Grantee shall submit progress reports to MDHA with each invoice. Reports shall provide details of Project activities, accomplishments, and outcomes during the month and to date.

D. Procurement

1. Compliance

The Grantee shall comply with current MDHA policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. OMB Standards

Unless specified otherwise within this Agreement, the Grantee shall procure all materials, property, or services in accordance with the requirements of 2 C.F.R. § 200.317 – 200.326 (Procurement Standards).

3. Travel

The Grantee shall obtain written approval from MDHA for any travel outside Metropolitan Nashville-Davidson County with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 C.F.R. § 200.343 (Closeout).

SECTION VII – PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Grantee agrees to comply with local and state civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

Per the requirements of 24 CFR §576.407, the Grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR §5.105(a).

B. Employment Restrictions

1. Prohibited Activity

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

a. The provisions of the Davis-Bacon Act do not apply to this program, except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.

b. Gratuities and Kickbacks

1) **Gratuities.** It shall be a breach of ethical standards for any person to contract, 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 a contract of employment in connection with any decision, approval, disapproval, recommendation, preparation 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 or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

2) **Kickbacks.** It shall be a breach of ethical standards for any payment gratuity or contract of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor of higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

3. Section 3 Requirements

Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u, and implementing regulations at 24 C.F.R. Part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

C. Conduct

1. Assignment

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of the Grantee hereunder shall be assigned, subcontracted or transferred in whole or in part without the prior written consent of MDHA. Any such assignment transfer or subcontract shall not release the Grantee from its obligation hereunder. Any approved assignee shall assume each and every obligation of the Grantee hereunder and MDHA may contract with or reimburse any such assignee without waiving any of its rights against the Grantee.

2. Subcontracts

a. Approvals

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of MDHA prior to the execution of such agreement.

b. Monitoring

The Grantee will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Grantee shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Grantee shall undertake to ensure that all subcontracts undertaken in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable MDHA procurement requirements. Executed

copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4. Conflict of Interest

The Grantee agrees to abide by the provisions of 2 C.F.R §§ 200.112 (Conflict of interest – OMB Requirements) and 200.318 (General procurement standards) and 24 C.F.R 576.404 (Conflicts of interest – ESG Program), which include (but are not limited to) the following:

- a. The Grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Metropolitan Government of Nashville-Davidson County, MDHA, the Grantee, or any other designated public agency.

5. Lobbying

The Grantee hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the 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 Federal 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Agencies shall certify and disclose accordingly:
- d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, MDHA and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR §5.109.

SECTION VIII – SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION IX – SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION X – WAIVER

Either party's failure to act with respect to a breach by the other party does not waive its right to act with respect to subsequent or similar breaches. The failure of either party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION XI – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between MDHA and the Grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between MDHA and Grantee with respect to this Agreement.

SECTION XII – FORCE MAJEURE

No party to this Agreement shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy or other cause of similar nature beyond its control.

SECTION XIII – CERTIFICATIONS

The person executing this Agreement on behalf of the Grantee hereby personally certifies that the representations and warranties made herein are true and correct as of the date hereof and that such person is a duly appointed officer of the Grantee as indicated below, and that the Grantee shall be lawfully bound hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said parties have hereunto set their signatures, on this day and date first above written.

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

for James Thittgen
James E. Harbison, Executive Director

11/25/20
Date

APPROVED AS TO FORM AND LEGALITY:

Will Choppin
Will Choppin, MDHA General Counsel

11/24/2020
Date

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Renee Pratt
Renee Pratt, Executive Director

11/25/2020
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo
Kevin Crumbo
Director of Finance

12/14/2020
Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Miki Elie
Assistant Metropolitan Attorney

12/14/2020
Date

**SIGNATURE PAGE
FOR
GRANT NO. HUD Emergency Solution COVID19 (ESGCV) 20-22**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

"See previous page"
Renee Pratt, Executive Director
Metro Social Services


Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

"See previous page"
Kevin Crumbo, Director
Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:


Director of Insurance

12/14/2020

Date

APPROVED AS TO FORM AND
LEGALITY:

"See previous page"
Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

EXHIBIT A

Budget

HMIS Position	6 months:		
	Year 1	Year 2	
Salary	\$27,000	\$54,000	
Fringes	\$14,931.31	\$29,862.61	
Computer	\$1,500	0	
Desk	\$1,130	0	
Chair	\$330	0	
Mileage	\$800	\$800	
Cell phone	\$600	\$600	
HMIS Licenses	\$10,850	\$10,850	
Sub-Total	\$57,141.31	\$96,112.61	\$153,254

Landlord Engagement Position	6 months		
	Year 1	Year 2	
Salary	\$24,000	\$48,000	
Fringes	\$14,331.61	\$28,663.21	
Computer	\$1,500	0	
Desk	\$1,130	0	
Chair	\$330	0	
Mileage	\$800	\$800	
Cell phone	\$600	\$600	
Landlord Fund	\$85,100		
Sub-Total	\$127,791.61	\$78,063.21	\$205,855

10% Indirect Cost **\$35,911**

MOU cost total **\$395,020**

EXHIBIT B
INVOICE SUPPORTING DOCUMENTATION

MDHA will disburse all grant funds on a reimbursement basis after the services outlined in Exhibit A are provided. Reimbursement will be based on the costs for the services provided as outlined in the Budget provided in Exhibit A.

In order to receive reimbursement, Grantee will be required to submit invoices (format included in this exhibit) for amount of funds disbursed along with the following:

- **Direct Labor Salaries/Fringe Benefits**

Timesheets showing staff hours spent providing direct project services. If an employee spends 100% of their time on this project, timesheets are not required. However, employee and supervisor are required to provide a signed statement attesting that employee is spending 100% of their time on this project.

Timesheets are to be submitted along with financial records showing billing rates and lump sum charges to the Project based on the timesheets and copies of payroll checks.

- **Indirect Costs, if applicable (not to exceed 10% of award)**

Indirect costs include, but are not limited to, administrative staff not directly involved in the Project, office space used by administrative staff, board expenses, grant management, audit expenses and liability insurance specifically for the program when included in the budget.

Invoice documentation varies depends on costs being billed. For example, if staff costs are being charged, timesheets will be required showing hours spent on indirect services along with financial records showing billing rates and lump sum charges and copies of payroll checks. Rent/office expense will require a copy of lease or documentation on amount of mortgage payment. Utility expense requires a copy of utility bill, etc. Reimbursement for these items will not exceed 10% of invoice/check back-up and budget line items.

All reimbursement requests are to be submitted using the format included in this exhibit.

PROJECT NAME: ESG-CV HMIS

Contractor/Grantee's Name: Metro Social Services - Homeless Impact Division
Contractor/Grantee's Address: _____

Contact Person: _____
Telephone: _____

Invoice #: _____
Invoice Period: _____
Invoice Amount: _____

Contract Amount: _____

Invoice #	Invoice Period	Amount Requested	Amount Approved
Total Grant Expenses Invoiced this period:		\$ -	\$ -
Less Retainage			
Prior Payments Received:			
Balance to Draw:		\$ -	\$ -

I certify to the best of my knowledge and belief that the information above is correct and that all expenditures were made in accordance with the contract terms and conditions and that payment is due and has not been previously approved.

Contractor/Grantee's Signature: _____
Title: _____
Date: _____

<i>For MDHA Use Only</i>	
Recommend for Approval:	_____
Title:	_____
Approved By:	_____
Title:	_____
HUD IDIS #:	_____