

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 03/17/26

Resolution  Ordinance

Contact/Prepared By: Allison Cantway

Date Prepared: 01/16/26

Title (Caption): A resolution to accept a HUD Continuum of Care (CoC) Program Planning grant being transferred from MDHA to the

Office of Homeless Services (OHS) as the local CoC Collaborative Applicant.

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: Office of Homeless Services Requested By: Allison Cantway

Affected Department(s): \_\_\_\_\_ Affected Council District(s): \_\_\_\_\_

**Legislative Category (check one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant            | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

<b>FINANCE</b>	<b>Amount +/-:</b> \$ <u>\$ 465,701.00</u>	<b>Match:</b> \$ <u>\$ 0.00</u>
<b>Funding Source:</b>	<input type="checkbox"/> Capital Improvement Budget <input type="checkbox"/> Capital Outlay Notes <input type="checkbox"/> Departmental/Agency Budget <input type="checkbox"/> Funds to Metro <input type="checkbox"/> General Obligation Bonds <input checked="" type="checkbox"/> <b>Grant</b> <input type="checkbox"/> Increased Revenue Sources	<input type="checkbox"/> Judgments and Losses <input type="checkbox"/> Local Government Investment Project <input type="checkbox"/> Revenue Bonds <input type="checkbox"/> Self-Insured Liability <input type="checkbox"/> Solid Waste Reserve <input type="checkbox"/> Unappropriated Fund Balance <input type="checkbox"/> 4% Fund <input type="checkbox"/> Other: _____
Approved by OMB: <u>Arion Pratt</u>	<u>AB</u>	Date to Finance Director's Office: _____
Approved by Finance/Accounts: _____	<b>APPROVED BY</b>	<b>FINANCE DIRECTOR'S OFFICE:</b> _____
Approved by Div Grants Coordination: <u>Juanita Paulsen</u>		

**ADMINISTRATION**

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT OF LAW**

Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

**Settlement Resolution/Memorandum Approved by:** \_\_\_\_\_

Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_  E-mailed Clerk

All Dept. Signatures  Copies  Backing  Legislative Summary  Settlement Memo  Clerk Letter  Ready to File

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## GRANT SUMMARY SHEET

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**Grant Name:** Continuum of Care Transfer of Funds from MDHA 26

**Department:** OFFICE OF HOMELESS SERVICES

**Grantor:** U.S. DEPARTMENT OF HOUSING & URBAN  
DEVELOPMENT

**Pass-Through Grantor  
(If applicable):**

**Total Award this Action:** \$465,701.00

**Cash Match Amount** \$0.00

**Department Contact:** Allison Cantway  
880-2350

**Status:** CONTINUATION

**Program Description:**

To accept a grant being transferred from the Metropolitan Development and Housing Agency (MDHA) to the Metro Office of Homeless Services (OHS) as the local HUD Continuum of Care (CoC) Program Collaborative Applicant. These funds are to be used to develop a Continuum of Care system, develop community coordination, evaluating and monitoring projects for program compliance and project outcomes, and preparing and submitting the application to HUD on behalf of the CoC Membership

**Plan for continuation of services upon grant expiration:**

This grant is renewable on an annual basis to the local Collaborative Applicant, the Office of Homeless Services

### 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		
OFFICE OF HOMELESS SERVICES	053	Allison Cantway		880-2350			
<b>Grant Name:</b>	Continuum of Care Transfer of Funds from MDHA 26						
<b>Grantor:</b>	U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT			<b>Other:</b>			
<b>Grant Period From:</b>	07/01/25	<small>(applications only)</small> <b>Anticipated Application Date:</b>					
<b>Grant Period To:</b>	06/30/26	<small>(applications only)</small> <b>Application Deadline:</b>					
<b>Funding Type:</b>	FED DIRECT	<b>Multi-Department Grant</b>		<input type="checkbox"/> <b>If yes, list below.</b>			
<b>Pass-Thru:</b>		<b>Outside Consultant Project:</b>		<input type="checkbox"/>			
<b>Award Type:</b>	COMPETITIVE	<b>Total Award:</b>		\$465,701.00			
<b>Status:</b>	CONTINUATION	<b>Metro Cash Match:</b>		\$0.00			
<b>Metro Category:</b>	Est. Prior.	<b>Metro In-Kind Match:</b>		\$0.00			
<b>CFDA #</b>	14.267	<b>Is Council approval required?</b>		<input type="checkbox"/>			
<b>Project Description:</b>	To accept a grant being transferred from the Metropolitan Development and Housing Agency (MDHA) to the Metro Office of Homeless Services (OHS) as the local HUD Continuum of Care (CoC) Program Collaborative Applicant. These funds are to be used to develop a Continuum of Care system, develop community coordination, evaluating and monitoring projects for program compliance and project outcomes, and preparing and submitting the application to HUD on behalf of the CoC Membership						
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
This grant is renewable on an annual basis to the local Collaborative Applicant, the Office of Homeless Services							
<b>How is Match Determined?</b>							
<b>Fixed Amount of \$</b>		or		<b>% of Grant</b>			
				<b>Other:</b> <input type="checkbox"/>			
<b>Explanation for "Other" means of determining match:</b>							
<b>For this Metro FY, how much of the required local Metro cash match:</b>							
<b>Is already in department budget?</b>			<b>Fund</b>				
			<b>Business Unit</b>				
<b>Is not budgeted?</b>			<b>Proposed Source of Match:</b>				
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>							
<b>Other:</b>							
<b>Number of FTEs the grant will fund:</b>		0.00		<b>Actual number of positions added:</b>			
<b>Departmental Indirect Cost Rate</b>		10.00%		<b>Indirect Cost of Grant to Metro:</b>			
				\$46,570.10			
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No		<b>% Allow.</b>		<b>Ind. Cost Requested from Grantor:</b>			
		0.00%		\$0.00 <b>in budget</b>			
<small>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</small>							
<b>Draw down allowable?</b> <input type="checkbox"/>							
<b>Metro or Community-based Partners:</b>							

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	FY26	\$465,701.00						\$465,701.00	\$46,570.10	\$0.00
Yr 2										
Yr 3										
Yr 4										
Yr 5										
<b>Total</b>		<b>\$465,701.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$465,701.00</b>	<b>\$46,570.10</b>	<b>\$0.00</b>
<b>Date Awarded:</b>			02/03/26	<b>Tot. Awarded:</b>		\$465,701.00	<b>Contract#:</b>		TN0487L4J042400	
<b>(or) Date Denied:</b>				<b>Reason:</b>						
<b>(or) Date Withdrawn:</b>				<b>Reason:</b>						

Contact: [juanita.paulsen@nashville.gov](mailto:juanita.paulsen@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 5/13/13  
6171



GCP Received 02/10/26

GCP Approved 02/10/26

February 20, 2026

Metropolitan Council Office

Dear Councilmembers,

This letter is an explanation of our intent to submit a late filing for the March 3 council meeting. Our office has been awarded three grant contracts from the US Department of Housing and Urban Development (HUD) that provide critical infrastructure to our local Continuum of Care.

We have been awarded three Continuum of Care grants from HUD that support our shared local Homeless Management Information System (HMIS) database, our Coordinated Entry prioritization program, and planning for the larger CoC. The process has been delayed due to multiple government shutdowns and an award letter being sent to Metro without the relevant contracts. While all three of these contracts are continuation grants, one was initially awarded to the Metropolitan Development and Housing Agency (MDHA) and had to go through a formal grant transfer process as a result. All three of these contracts are used to fund necessary infrastructure for the dozens of agencies that serve the unhoused in Nashville.

The swift acceptance of our HUD grants will allow us to continue this vital community work in our Continuum of Care, and continue to support the local agencies that provide services to Nashville's unhoused residents. Thank you in advance for your consideration.

Gratefully,



April Calvin

Director, Office of Homeless Services

RESOLUTION NO. \_\_\_\_\_

A resolution approving an amendment to a Continuum of Care Grant Agreement between the U.S. Department of Housing and Urban Development and the Metropolitan Development and Housing Agency replacing the original grant recipient with the Office of Homeless Services as the replacement recipient of the Continuum of Care Programming Grant in the amount of \$465,701 for Continuum of Care Planning Activities.

WHEREAS, the Metropolitan Council pursuant to resolution RS2024-215 provided authority to the Office of Homeless Services (“OHS”) to apply to the Nashville Continuum of Care (“CoC”) to be designated as the collaborative applicant for the CoC; and,

WHEREAS, the CoC has voted to designate OHS as its collaborative applicant; and,

WHEREAS, previously the Metropolitan Development and Housing Agency (“MDHA”) was the CoC collaborative applicant and submitted the application for this CoC Programming Grant; and,

WHEREAS, because MDHA was the CoC’s collaborative applicant when the application for this CoC Programming Grant was submitted, the U.S. Department of Housing and Urban Development (“HUD”) awarded the CoC Program Grant Agreement to MDHA, a copy of which is attached (“Grant”); and,

WHEREAS, HUD, MDHA, and OHS desire to amend the Grant removing the recipient MDHA and awarding the Grant to the replacement recipient OHS and approve the transfer of the grant funds from MDHA to OHS; and,

WHEREAS, it is in the interest and benefit of the Metropolitan Government of Nashville and Davidson County, acting by and through OHS, that the Grant be accepted and the Amendment to the CoC Grant Agreement, a copy of which is attached, be approved, and that OHS be authorized to accept the transfer of the Grant funds from MDHA with appropriation of those funds in the amount of \$465,701 to OHS.

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

Section 1. That the Amendment to the CoC Grant Agreement between HUD, MDHA, and the Metropolitan Government of Nashville and Davidson County, acting by and through OHS, attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Government, acting by and through OHS, based on the 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:

Jenneen Reed/adm  
Jenneen Reed  
Director of Finance

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

Matthew Garth  
Assistant Metropolitan Attorney

\_\_\_\_\_  
Member(s) of Council



**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

FREDDIE O'CONNELL  
MAYOR

WALLACE W. DIETZ,  
DIRECTOR OF LAW

DEPARTMENT OF LAW  
METROPOLITAN COURTHOUSE, SUITE 108  
P.O. BOX 196300  
NASHVILLE, TENNESSEE 37219-6300  
(615) 862-6341 • (615) 862-6352 FAX

February 26, 2026

**VIA EMAIL**

Calvin Whitaker, Acting Director  
Office of Community Planning and Development  
United States Department of Housing and Urban Development  
710 Locust Street, SW, Suite 300  
Knoxville, TN 37902

Dear Mr. Whitaker:

The Continuum of Care Program Grant Agreement, awarded July 24, 2025, Grant Numbers TN0269L4J042408, TN0060L4J042417, and TN0487L4J042400 (the "Agreement"), purports to impose terms and conditions enjoined as to the Metropolitan Government of Nashville and Davidson County by the Preliminary Injunction issued in King County, et al. v. Turner, et al., 2:25-cv-00814 (W.D. Wash. June 3, 2025). These prohibited terms and conditions remain in the Agreement.

The Metropolitan Government withholds consent and objects to the inclusion of any terms and conditions enjoined pursuant to the Preliminary Injunction, including but not limited to the following, which are legally unenforceable:

- This Agreement, the Recipient's use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by...all current Executive Orders
- The Recipient
  - shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
  - agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
  - certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
  - shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment;

- The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
- No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.
- Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
- Any materially similar terms or conditions to those referenced above.

By virtue of the Preliminary Injunction, and for so long as it or a subsequent order remains in effect, any such nominal reference to the restrained conditions shall not result in those conditions being imposed or enforced against the Metropolitan Government even if the text of those inoperative conditions remains in the documents executed by the Metropolitan Government, or incorporated by reference via any digital signature platform, or via any submittal portal, of any kind whatsoever, that may be operated or utilized by the United States Department of Housing and Urban Development.

The Metropolitan Government's consent is contingent on the challenged terms and conditions being restrained. In the event the Preliminary Injunction expires, the restrained terms and conditions will not be imposed or enforced against the Metropolitan Government of Nashville and Davidson County as to the period that the Preliminary Injunction was in effect. Should the Preliminary Injunction expire, the relevant terms and conditions will not apply unless and until the Metropolitan Government agrees to such terms and conditions at that time.

Sincerely,



Wallace W. Dietz, Director of Law  
Metropolitan Government of Nashville and Davidson County

**Grant Number: TN0487L4J042400**

**Period of Performance: 7/1/25-6/30/26**

**Recipient Tax ID Number: 62-6001585**

**Recipient UEI Number: W5JTG5ERM5Z6**

**Replacement Recipient Tax ID: 62-0694743**

**Replacement Recipient UEI Number: LGZLHP6ZHM55**

## AMENDMENT TO THE CONTINUUM OF CARE GRANT AGREEMENT

This Amendment to Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Metropolitan Development and Housing Agency, (the Recipient), of 701 South Sixth Street, Nashville, TN 37206 and Office of Homeless Services (the Replacement Recipient), of 3055 Lebanon Pike, Donelson, TN 37214,

### RECITALS

1. HUD and the Recipient entered into a Grant Agreement signed by Recipient on August 29, 2025, and HUD on July 23, 2025, having Grant No. TN0487L4J042400 (the Grant Agreement).
2. The Recipient will no longer continue to be the Recipient of the Grant Agreement because the Office of Homeless Services is going to be the new Collaborative Applicant.
3. The Replacement Recipient has submitted evidence acceptable to HUD that the Replacement Recipient is eligible to be a recipient of a COC program grant *and meets the capacity criteria in the Notice of Funding Opportunity under which the grant was awarded.*
4. The Replacement Recipient has submitted to HUD all required Application documents and certifications; and all required Technical Submission documents, including certifications, assurances, information, and documentation required to meet any conditions, which HUD has approved.
5. HUD has determined the Replacement Recipient should assume the obligations of Recipient for the remainder of the term of the Grant Agreement.
6. The parties are desirous of amending the Grant Agreement to change the recipient, so that as of the effective date of this Amendment to the Grant Agreement, Replacement Recipient will be bound by the Grant Agreement in place of Recipient.

## AGREEMENTS

The Grant Agreement is hereby amended as follows:

1. The Recipient is hereby removed as recipient and replaced with the Replacement Recipient, and Replacement Recipient agrees to be bound by the Grant Agreement in place of Recipient.
2. The definition of the term "Application" is amended to include all certifications and documents submitted by the Replacement Recipient to HUD, on the basis of which HUD approved replacing the Recipient with the Replacement Recipient.
3. Notices to the Replacement Recipient shall be directed to April Calvin, Director, Office of Homeless Services, 3055 Lebanon Pike, Donelson, TN 37214.
4. The Replacement Recipient agrees to complete the project as proposed in the Recipient's application.

This Amendment to Grant Agreement constitutes the entire agreement of the parties as to amendment of the Grant Agreement and will become effective only upon the execution hereof by all parties. The remaining terms of the Grant Agreement remain in full force and effect.

The parties, on the dates set forth below their respective signatures, hereby execute this Amendment to Grant Agreement, as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY: Calvin R. Whitaker  
(Signature)  
Calvin R. Whitaker, Acting CPD Director  
(Typed Name and Title)  
8/19/2025  
(Date)

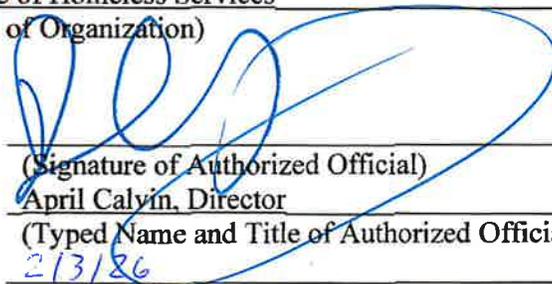
**RECIPIENT**

Metropolitan Development & Housing Agency  
(Name of Organization)

BY:   
(Signature of Authorized Official)  
Troy D. White, President and CEO  
(Typed Name and Title of Authorized Official)  
(Date) October 16, 2025

**REPLACEMENT RECIPIENT**

Office of Homeless Services  
(Name of Organization)

BY:   
(Signature of Authorized Official)  
April Calvin, Director  
(Typed Name and Title of Authorized Official)  
2/3/86  
(Date)

**SIGNATURE PAGE  
FOR  
GRANT NO. CoC Funds Transfer from MDHA 26**

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

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

[SEE PREVIOUS PAGE](#)

Department

\_\_\_\_\_ Date

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jennine Reed/adm  
Director of Finance  
Department of Finance

2/27/2026 | 6:38 AM PST  
\_\_\_\_\_ Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb  
Director of Insurance

2/27/2026 | 8:40 AM CST  
\_\_\_\_\_ Date

APPROVED AS TO FORM AND  
LEGALITY:

Matthew Garth  
Metropolitan Attorney

2/27/2026 | 8:39 AM CST  
\_\_\_\_\_ Date

\_\_\_\_\_  
Freddie O' Connell  
Metropolitan Mayor

\_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_ Date

**Metropolitan Development and Housing Agency**  
701 SOUTH SIXTH STREET \* NASHVILLE, TENNESSEE 37206 \* TELEPHONE (615) 252-8400  
TELEPHONE DEVICE FOR DEAF (615) 252-8599

Dr. Troy D. White  
President and CEO

Mailing Address: P. O. Box 846  
Nashville, TN 37202

October 8, 2025

Mr. Calvin R. Whitaker  
Acting CPD Director  
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
710 Locust Street, SW, Suite 300  
Knoxville, TN 37902

RE: Amendment to Continuum of Care (CoC) Grant Agreement

Dear Mr. Whitaker:

The Continuum of Care Program (Assistance Listing# 14.267) Grant Agreement (Award # [TN0487L4J042400]) imposes conditions enjoined as to the Metropolitan Government of Nashville and Davidson County by the Preliminary Injunction in King County et al. v. Turner et al., 2:25-cv-00814-BJR (W.D. Wash.) (issued June 3, 2025, copy attached) (the "Preliminary Injunction"). Since the Metropolitan Government of Nashville and Davidson County is withholding consent and objects to the inclusion of any terms and conditions enjoined pursuant to King County et al. v. Turner et al., this action places Metropolitan Development & Housing Agency (MDHA) in a very precarious position.

The conditions include, but are not limited to:

- Utilizing federal funds for Gender Ideology
- Operating programs that violate Federal anti-discrimination laws including Title VI of the Civil Rights Act of 1964
- Promoting elective abortions
- Subsidizing and promoting illegal immigration policies

Although a Preliminary Injunction is currently in place, the application and grant agreement include the conditions referenced above, and the documents have not been revised to reflect the language in the Preliminary Injunction. MDHA's goal is to ensure compliance with local, state, and federal laws which include rules and regulations that govern the HUD's Office of Inspector General (OIG) and the United States Department of Transportation (USDOT).

Attached is a redline of the grant agreement prepared by Metropolitan Government of Nashville and Davidson County and a copy of the proposed Amendment to the CoC Grant Agreement for your review in conjunction with this letter. It is MDHA's position that the Preliminary Injunction that is currently in place stays the conditions. Those conditions cannot be imposed or enforced against MDHA, even if the conditions remain in the documents executed by MDHA, or

incorporated by reference via any digital signature platform, or via any submittal portal, of any kind whatsoever, that may be operated or utilized by the HUD's OIG and USDOT.

Participation in the CoC Program Grant Agreement is contingent on the challenged conditions being restrained. In the event the Preliminary Injunction expires, it is MDHA's understanding that the restrained conditions will not be imposed or enforced against MDHA, as to the period that the Preliminary Injunction or the prior Temporary Restraining Orders were in effect.

MDHA is requesting that its position be considered and confirmed. In addition, MDHA is asking for approval to transfer the CoC Program Agreement Grant Award from MDHA, Recipient, to the Office of Homeless Services, Replacement Recipient, and for approval of the grant agreement.

We remain committed to fulfilling the goals of the CoC Program in compliance with all applicable laws and court rulings. We appreciate HUD's partnership and look forward to working together to serve our community.

Best regards,



Dr. Troy D. White  
President and CEO

Attachments:

- Preliminary Injunction in King County et al. v. Turner et al., 2:25-cv-00814-BJR (W.D. Wash.) (issued June 3, 2025)
- Redline of the grant agreement prepared by Metropolitan Government of Nashville and Davidson County
- Amendment to the CoC Grant Agreement

Cc: Emel Alexander, MDHA Deputy Chief Operating Officer  
April Calvin, Director of the Office of Homeless Services  
Derrick Smith, Senior Counsel for Metropolitan Government of Nashville and Davidson County



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
710 Locust Street, SW  
Suite 300  
Knoxville, TN 37902

**Grant Number: TN0487L4J042400**  
**Recipient's Name: Metropolitan Development & Housing Agency**  
**Tax ID Number: 62-6001585**  
**Unique Entity Identifier [SAM]: W5JTG5ERM5Z6**  
**Federal Award Date: 7/23/2025**

**CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)**  
**GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Metropolitan Development & Housing Agency (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO) except for references in the NOFO to Executive Orders that have since been repealed;

~~5. all current Executive Orders; and~~

~~6.5.~~ the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD’s total funding obligation authorized by this grant agreement is \$465,701, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

<b>Grant No. (FAIN)</b>	<b>Grant Term</b>	<b>Performance Period</b>	<b>Budget Period</b>	<b>Total Amount</b>
TN0487L4J042400	12 months	<u>7/1/25</u> -	<u>6/30/26</u> -	\$465,701

allocated between budget line items as follows:

a. Continuum of Care Planning Activities	\$465,701
b. Acquisition	\$0
c. Rehabilitation	\$0
d. New construction	\$0
e. Leasing	\$0
f. Rental assistance	\$0
g. Supportive services	\$0
h. Operating costs	\$0
i. Homeless Management Information System	\$0
j. Administrative costs	\$0
k. Relocation costs	\$0
l. VAWA Costs	\$0
m. Rural Costs	\$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium-term rental assistance	\$0

### Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

#### The Recipient:

~~(1) shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;~~

~~(2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;~~

~~(3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;~~

~~(4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and~~

~~(5)~~(1) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

~~The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws;~~

~~No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.~~

~~Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.~~

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule, incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:

*Calvin C. Whitaker*

(Signature)

Calvin Whitaker, Acting Director

(Typed Name and Title)

July 23, 2025

(Date)

**RECIPIENT**

Metropolitan Development & Housing Agency

(Name of Organization)

By:

*Troy D. White*

(Signature of Authorized Official)

Troy D. White / President & CEO

(Typed Name and Title of Authorized Official)

(Date)

Addendum #1

OMB Number: 2501-0044  
Expiration Date: 2/28/2027

<b>Indirect Cost Information for Award Applicant/Recipient</b>			
1. Federal Program/Assistance Listing Program Title: CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267			
2. Legal Name of Applicant/Recipient: Metropolitan Development & Housing Agency			
3. Indirect Cost Rate Information for the Applicant/Recipient: Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form. <input checked="" type="checkbox"/> The Applicant/Recipient will not charge indirect costs using an indirect cost rate. <input type="checkbox"/> The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time. <input type="checkbox"/> The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.			
Agency/department/ major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate
4. Submission Type (check only one): <input checked="" type="checkbox"/> Initial submission <input type="checkbox"/> Update			5. Effective date(s): <b>7-1-2025</b>
6. Certification of Authorized Representative for the Applicant/Recipient: **Under penalty of perjury, I certify on behalf of the Applicant/Recipient that (1) all information provided on this form is true, complete, and accurate, and (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.			
Signature:			
Date: <b>2-9-2026</b>			
Name: <b>April Calvin</b>			
Title: <b>Director, Metro Nashville office of Homeless Services</b>			

**\*\*Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

**Public Reporting Burden Statement:** This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

**Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient**

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	<p>Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.</p> <p>The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").</p> <p>If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.</p> <p>If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.</p> <p>If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.</p>
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.