

**LEGISLATIVE TRACKING FORM**Filing for Council Meeting Date: 06/03/26

Resolution



Ordinance

Contact/Prepared By: Rickie McQueenDate Prepared: 05/20/25Title (Caption): The Tennessee Housing and Development Agency Emergency Rental Assistance Eviction Protection Program

(ERA-EPP-2024-18) Amend. 2 adds additional funding of \$217,042.25 to the previous amount of \$347,630.13 for a new total of \$564,672.38.

Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: \_\_\_\_\_

Proposal No: \_\_\_\_\_

Proposing Department: Metropolitan Action CommissionRequested By: Marvin D. Cox, Director of Community OutreachAffected Department(s): Metropolitan Action CommissionAffected Council District(s): 1-35

Legislative Category (check one):

- ☐ Bonds  
☐ Budget - Pay Plan  
☐ Budget - 4%  
☐ Capital Improvements  
☐ Capital Outlay Notes  
☐ Code Amendment  
☐ Condemnation

- ☐ Contract Approval  
☐ Donation  
☐ Easement Abandonment  
☐ Easement Accept/Acquisition  
☒ Grant  
☐ Grant Application  
☐ Improvement Acc.

- ☐ Intergovernmental Agreement  
☐ Lease  
☐ Maps  
☐ Master List A&E  
☐ Settlement of Claims/Lawsuits  
☐ Street/Highway Improvements  
☐ Other: \_\_\_\_\_

**FINANCE** Amount +/-: \$ \$ 217,042.25

**Funding Source:** Capital Improvement Budget  
 Capital Outlay Notes  
 Departmental/Agency Budget  
 Funds to Metro  
 General Obligation Bonds  
 Grant  
 Increased Revenue Sources

**Match:** \$ \$ 0.00

Judgments and Losses  
 Local Government Investment Project  
 Revenue Bonds  
 Self-Insured Liability  
 Solid Waste Reserve  
 Unappropriated Fund Balance  
 4% Fund  
 Other: \_\_\_\_\_

Approved by OMB: Aaron Pratt

Approved by Finance/Accounts: \_\_\_\_\_

Approved by Div Grants Coordination: VAUGHN WALSON

Date to Finance Director's Office: \_\_\_\_\_

**APPROVED BY****FINANCE DIRECTOR'S OFFICE:** \_\_\_\_\_**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

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

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## GRANT SUMMARY SHEET

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**Grant Name:** Emergency Rental Assistance Eviction Program (ERA-EPP)  
24-25 Amend. 2

**Department:** METRO ACTION

**Grantor:** U.S. DEPARTMENT OF TREASURY

**Pass-Through Grantor  
(If applicable):** TN HOUSING DEVELOPMENT AGENCY

**Total Award this Action:** \$217,042.25

**Cash Match Amount** \$0.00

**Department Contact:** Ashley Cathey, Family & Community Services Program Director  
862-8860

**Status:** AMENDMENT

**Program Description:**

Tennessee Housing Development Agency, Emergency Rental Assistance Eviction Program (ERA EPP) to provide financial assistance and housing stability services to eligible tenants to help prevent evictions and keep households that rent stably housed. **Amend. 2 adds additional funding of \$217,042.25 to the previous amount of \$347,630.13 for a new total of \$564,672.38.**

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

One time grant.

Grants Tracking Form

Part One

Pre-Application

Application

Award Acceptance

Contract Amendment

Department

METRO ACTION

Dept. No.

075

Contact

Ashley Cathey, Family & Community Services Program Director

Phone

862-8860

Fax

862-8870

Grant Name:

Emergency Rental Assistance Eviction Program (ERA-EPP) 24-25 Amend. 2

Grantor:

U.S. DEPARTMENT OF TREASURY

Other:

Grant Period From:

12/15/24

(applications only) Anticipated Application Date:

Grant Period To:

07/31/25

(applications only) Application Deadline:

Funding Type:

FED PASS THRU

Multi-Department Grant

☐

If yes, list below.

Pass-Thru:

TN HOUSING DEVELOPMENT AGENCY

Randall Funding Project:

☒

Award Type:

FORMULA

Total Award:

\$217,042.25

Status:

AMENDMENT

Metro Cash Match:

\$0.00

Metro Category:

Est. Prior.

Metro In-Kind Match:

\$0.00

CFDA #

93,568

Is Council approval required?

☐

Project Description:

Tennessee Housing Development Agency, Emergency Rental Assistance Eviction Program (ERA EPP) to provide financial assistance and housing stability services to eligible tenants to help prevent evictions and keep households that rent stably housed. Amend. 2 adds additional funding of \$217,042.25 to the previous amount of \$347,630.13 for a new total of \$564,672.38.

Plan for continuation of service after expiration of grant/Budgetary Impact:

One time grant.

How is Match Determined?

Fixed Amount of \$

or

0.0%

% of Grant

Other:

☐

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?

\$0.00

Fund

Business Unit

Is not budgeted?

\$0.00

Proposed Source of Match:

(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)

Requested from Cont. Match Fund:

Other:

Number of FTEs the grant will fund:

0.00

Actual number of positions added:

0.00

Departmental Indirect Cost Rate

14.49%

Indirect Cost of Grant to Metro:

\$81,821.03

\*Indirect Costs allowed?

☒ Yes
 ☐ No

% Allow.

11.00%

Ind. Cost Requested from Grantor:

\$62,113.96

in budget

\*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)

Draw down allowable?

☐

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	FY25	\$564,672.38	\$0.00	\$0.00			\$0.00	\$564,672.38	\$81,821.03	\$62,113.96			
Yr 2													
Yr 3													
Yr 4													
Yr 5													
Total		\$564,672.38	\$0.00	\$0.00	\$0.00		\$0.00	\$564,672.38	\$81,821.03	\$62,113.96			
Date Awarded:				05/05/25	Tot. Awarded:	\$217,042.25	Contract#:	ERA-EPP-2024-18-02					
(or) Date Denied:					Reason:								
(or) Date Withdrawn:					Reason:								

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

Rev. 8/5/03  
 6048

GC Rec'd  
 05/27/25

GC Approved  
 05/27/25

VW

**LEGISLATIVE TRACKING FORM**Filing for Council Meeting Date: 06/03/26

Resolution



Ordinance

Contact/Prepared By: Rickie McQueenDate Prepared: 05/20/25Title (Caption): The Tennessee Housing and Development Agency Emergency Rental Assistance Eviction Protection Program

(ERA-EPP-2024-18) Amendment #1 changes language to correlate with the requirements of local government record keeping, audits,

OMB guidance These funds are to provide financial assistance and the provision of housing stability services to eligible tenants to help

keep persons with low-income stably housed. This amendment replaces contract approved by RS2025-1224 with a new contract.

Submitted to Planning Commission? ☒ N/A

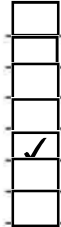
Yes-Date: \_\_\_\_\_

Proposal No: \_\_\_\_\_

Proposing Department: Metropolitan Action CommissionRequested By: Marvin D. Cox, Director of Community OutreachAffected Department(s): Metropolitan Action CommissionAffected Council District(s): 1-35

Legislative Category (check one):

- ☐ Bonds  
☐ Budget - Pay Plan  
☐ Budget - 4%  
☐ Capital Improvements  
☐ Capital Outlay Notes  
☐ Code Amendment  
☐ Condemnation



- Contract Approval  
 Donation  
 Easement Abandonment  
 Easement Accept/Acquisition  
 Grant  
 Grant Application  
 Improvement Acc.



- Intergovernmental Agreement  
 Lease  
 Maps  
 Master List A&E  
 Settlement of Claims/Lawsuits  
 Street/Highway Improvements  
 Other: \_\_\_\_\_

FINANCE Amount +/-: \$ \$ 0.00

Funding Source: Capital Improvement Budget  
 Capital Outlay Notes  
 Departmental/Agency Budget  
 Funds to Metro  
 General Obligation Bonds  
 Grant  
 Increased Revenue Sources

Match: \$ \$ 0.00

Judgments and Losses  
 Local Government Investment Project  
 Revenue Bonds  
 Self-Insured Liability  
 Solid Waste Reserve  
 Unappropriated Fund Balance  
 4% Fund  
 Other: \_\_\_\_\_

Approved by OMB: Arion Pratt

Approved by Finance/Accounts: \_\_\_\_\_

Approved by Div Grants Coordination: VAUGHN WALSON<sup>LB</sup>

Date to Finance Director's Office: \_\_\_\_\_

**APPROVED BY****FINANCE DIRECTOR'S OFFICE:** \_\_\_\_\_**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: \_\_\_\_\_



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Administration - Yellow Copy

Finance Department - Pink Copy



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## GRANT SUMMARY SHEET

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**Grant Name:** Emergency Rental Assistance Eviction Program (ERA-EPP) 24-25 Amend. 1

**Department:** METRO ACTION

**Grantor:** U.S. DEPARTMENT OF TREASURY

**Pass-Through Grantor  
(If applicable):** TN HOUSING DEVELOPMENT AGENCY

**Total Award this Action:** \$0.00

**Cash Match Amount** \$0.00

**Department Contact:** Ashley Cathey, Family & Community Services Program Director  
862-8860

**Status:** AMENDMENT

**Program Description:**

Tennessee Housing Development Agency, Emergency Rental Assistance Eviction Program (ERA EPP) to provide financial assistance and housing stability services to eligible tenants to help prevent evictions and keep households that rent stably housed. **Amendment 1.** deletes the contract in its entirety that was fully executed as of April 7, 2025 and replaces with a new contract.

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

One time grant.

Grants Tracking Form

Part One

Pre-Application

Application

Award Acceptance

Contract Amendment

Department

Dept. No.

Contact

Phone

Fax

METRO ACTION

075

Ashley Cathey, Family & Community Services Program Director

862-8860

862-8870

Grant Name:

Emergency Rental Assistance Eviction Program (ERA-EPP) 24-25 Amend. 1

Grantor:

U.S. DEPARTMENT OF TREASURY

Other:

Grant Period From:

12/15/24

(applications only) Anticipated Application Date:

Grant Period To:

07/31/25

(applications only) Application Deadline:

Funding Type:

FED PASS THRU

Multi-Department Grant

If yes, list below.

Pass-Thru:

TN HOUSING DEVELOPMENT AGENCY

Randall Funding Project:

Award Type:

FORMULA

Total Award:

\$0.00

Status:

AMENDMENT

Metro Cash Match:

\$0.00

Metro Category:

Est. Prior.

Metro In-Kind Match:

\$0.00

CFDA #

93.568

Is Council approval required?

Project Description:

Applic. Submitted Electronically?

Tennessee Housing Development Agency, Emergency Rental Assistance Eviction Program (ERA EPP) to provide financial assistance and housing stability services to eligible tenants to help prevent evictions and keep households that rent stably housed. Amendment 1. deletes the contract in its entirety that was fully executed as of April 7, 2025 and replaces with a new contract.

Plan for continuation of service after expiration of grant/Budgetary Impact:

One time grant.

How is Match Determined?

Fixed Amount of \$

or

0.0%

% of Grant

Other:

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?

\$0.00

Fund

Business Unit

Is not budgeted?

\$0.00

Proposed Source of Match:

(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)

Requested from Cont. Match Fund:

Other:

Number of FTEs the grant will fund:

0.00

Actual number of positions added:

0.00

Departmental Indirect Cost Rate

14.49%

Indirect Cost of Grant to Metro:

\$50,371.61

\*Indirect Costs allowed?

Yes

No

% Allow.

11.00%

Ind. Cost Requested from Grantor:

\$38,239.31

in budget

\*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)

Draw down allowable?

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	FY25	\$347,630.13	\$0.00	\$0.00	\$0.00		\$0.00	\$347,630.13	\$50,371.61	\$38,239.31
Yr 2										
Yr 3										
Yr 4										
Yr 5										
Total		\$347,630.13	\$0.00	\$0.00	\$0.00		\$0.00	\$347,630.13	\$50,371.61	\$38,239.31
Date Awarded:				04/07/25	Tot. Awarded:		\$0.00	Contract#:		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

GC Rec'd 05/27/25

GC Approved  
05/27/25

VW

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

A resolution approving amendments one and two to a grant from the Tennessee Housing Development Agency to the Metropolitan Government, acting by and through the Metropolitan Action Commission, to be used for the Emergency Rental Assistance Eviction Prevention Program in accordance with the purposes set forth in Section 3201 of the American Rescue Plan Act of 2021, to provide financial assistance and housing stability services to eligible tenants.

WHEREAS, the Metropolitan Government, acting by and through the Metropolitan Action Commission, previously entered into a grant agreement with the Tennessee Housing Development Agency to be used for the Emergency Rental Assistance Eviction Prevention Program in accordance with the purposes set forth in Section 3201 of the American Rescue Plan Act of 2021, to provide financial assistance and housing stability services to eligible tenants approved by RS2025-1224; and,

WHEREAS, amendment one deletes the entire grant contract in its entirety and replaces it with a new grant contract on an updated template, thereby making minor updates to several provisions, a copy of which amendment one is attached hereto; and,

WHEREAS, amendment two increases the amount of the grant by \$217,042.25 from \$347,630.13 to \$564,672.38, a copy of which amendment two is attached hereto; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendments one and two be approved.

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

Section 1. That amendments one and two to the grant by and between the Tennessee Housing Development Agency and the Metropolitan Government, acting by and through the Metropolitan Action Commission, to be used for the Emergency Rental Assistance Eviction Prevention Program in accordance with the purposes set forth in Section 3201 of the American Rescue Plan Act of 2021, to provide financial assistance and housing stability services to eligible tenants, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same..

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

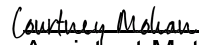
APPROVED AS TO AVAILABILITY  
OF FUNDS:

INTRODUCED BY:

Jenneen Reed/mjr  
Jenneen Reed, Director  
Department of Finance

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

APPROVED AS TO FORM AND  
LEGALITY:

  
\_\_\_\_\_  
Assistant Metropolitan Attorney

**AMENDMENT NO. 2**  
**GRANT CONTRACT ERA-EPP-2024-18**  
**BETWEEN THE STATE OF TENNESSEE,**  
**TENNESSEE HOUSING DEVELOPMENT AGENCY,**  
**AND METROPOLITAN ACTION COMMISSION**

This Amendment is between the Tennessee Housing Development Agency ("THDA") and Metropolitan Action Commission ("Grantee"), collectively, the "Parties," for the purpose of amending Grant Contract ERA-EPP-2024-18, executed by the Parties effective December 15, 2024 (the "Grant Contract"), which is for the provision of financial assistance to eligible tenants and the provision of housing stability services to help keep households that rent stably housed under the Emergency Rental Assistance Eviction Prevention Program ("ERA-EPP").

Whereas the Grant Contract was previously amended through Amendment No. 1, on April 8, 2025, to revise and restate the Grant Contract onto the correct template;

Whereas Grantee has requested, and THDA has approved, additional funds in the amount of \$217,042.25, increasing the total Maximum Liability to \$564,672.38; and

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as to amend the Grant Contract as follows:

1. Paragraph C.1. is hereby deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Sixty-Four Thousand, Six Hundred Seventy-Two and 38/100 Dollars (\$564,672.38) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget 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 Grantee.

2. All other references to the Maximum Liability or the amount of the Grant Contract are hereby replaced with the above amended Maximum Liability.
3. Attachment A is hereby deleted in its entirety and the revised Attachment A – Grantee Budget, is attached hereto and is incorporated herein by this reference.
4. The other terms and provisions not amended herein remain in full force and effect.

**GRANTEE:**

**METROPOLITAN ACTION COMMISSION**

BY: OLUWADAMILOLA DAIRO  
ITS: Executive Director

5/5/2025 | 12:18 PM PDT

DATE

[THDA SIGNATURE PAGE TO FOLLOW]



[THDA SIGNATURE PAGE FOR AMENDMENT NO. 2 TO GRANT CONTRACT ERA-EPP-2024-18]

THDA:

TENNESSEE HOUSING DEVELOPMENT AGENCY

BY: 

DocuSigned by:

Rebecca Carter

REBECCA CARTER

  
ITS: Director of Community Services

5/5/2025 | 4:20 PM CDT  
DATE

**SIGNATURE PAGE FOR  
Tennessee Housing and Development Agency  
Emergency Rental Assistance, Eviction Prevention Program  
(THDA ERA-EPP)  
and the Metropolitan Action Commission  
Amendment #2**

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

\_\_\_\_\_ see previous page \_\_\_\_\_  
Oluwadamilola Dairo, Interim Executive Director  
Metropolitan Action Commission

\_\_\_\_\_  
Date



LaVoneia C. Steele, Ed.D., Chair  
Metropolitan Action Commission

\_\_\_\_\_  
Date

5/13/25

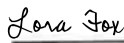
**APPROVED AS TO AVAILABILITY OF FUNDS**

  
\_\_\_\_\_  
Jenneen Reed, Director  
Department of Finance

6/1/2025 | 5:32 PM CDT

\_\_\_\_\_  
Date

**APPROVED AS TO RISK AND INSURANCE**

  
\_\_\_\_\_  
Lora Fox  
Director of Insurance

6/3/2025 | 7:02 AM PDT

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGALITY**

  
\_\_\_\_\_  
Courtney Mohan  
Metropolitan Attorney

6/2/2025 | 9:28 AM CDT

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**FILED**

\_\_\_\_\_  
Austin Kyle, Metropolitan Clerk

\_\_\_\_\_  
Date

2024 ERA-EPP PROGRAM  
GRANTEE BUDGET

GRANTEE: METROPOLITAN ACTION COMMISSION

ERA-EPP Award: \$564,672.38			
Financial Assistance	\$446,091.18		
Housing Stability (Limited to 10% of Award)	\$56,467.24		
Administrative (Limited to 11% of Award)	DIRECT	INDIRECT	TOTAL
	0%	11%	11%
	\$0.00	\$62,113.96	\$62,113.96
TOTAL	\$564,672.38		

ERA-EPP-24-18  
Amendment 2

**AMENDMENT NO. 1  
GRANT CONTRACT ERA-EPP-2024-18  
BETWEEN THE STATE OF TENNESSEE,  
THE TENNESSEE HOUSING DEVELOPMENT AGENCY,  
AND METROPOLITAN ACTION COMMISSION**

This Amendment is between the Tennessee Housing Development Agency ("THDA") and Metropolitan Action Commission ("Grantee"), collectively, the "Parties," for the purpose of amending Grant Contract ERA-EPP-2024-18 executed by the Parties effective December 15, 2024, which is for the provision of financial assistance to eligible tenants, and the provision of housing stability services, to help keep households that rent stably housed under the Emergency Rental Assistance Eviction Prevention Program ("ERA-EPP").

THDA and Grantee hereby agree to delete in its entirety that Grant Contract that was fully executed as of April 7, 2025, and replace it with the following:

This grant contract ("Grant Contract"), by and between the State of Tennessee, the Tennessee Housing Development Agency ("THDA"), hereinafter referred to as the "State" or the "Grantor State Agency," and Metropolitan Action Commission, hereinafter referred to as the "Grantee," is for the provision of financial assistance to eligible tenants, and the provision of housing stability services, to help keep households that rent stably housed, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #: 4

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. THDA will administer the Emergency Rental Assistance ("ERA") for the U. S. Department of the Treasury ("Treasury"), as established by Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("ERA 2"), specifically Paragraph (d)(1)(A) and (B), through THDA's ERA Eviction prevention Program, (the "Program").
- A.3. Grantee shall comply with the following requirements, all of which are incorporated herein by this reference. In the event of a discrepancy, ambiguity, or conflicting requirement regarding the Grantee's duties, responsibilities, and performance, Grantee shall comply with the more stringent requirement, unless doing so would violate a federal requirement, in which case Grantee shall follow the federal requirement:
  - a. Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("ERA 2 Requirements");
  - b. Treasury's ERA 2 Guidance available at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program/guidance>; and
  - c. THDA's Emergency Rental Assistance Eviction Prevention Program 2023 Program Description ("Program Description").
- A.4. Grantee shall administer the Program and its fiscal responsibilities in accordance with all applicable federal regulations, all applicable Office of Management and Budget ("OMB") circulars, and all THDA program and fiscal policies.



- A.5. Financial Assistance. Grantee shall provide Financial Assistance to households that meet the following eligibility requirements:
- a. One or more individuals within the household must have qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic; and
  - b. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
  - c. The household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437 a(b)). Grantee shall follow the Income Determination outlined in the Program Description; and
  - d. The household must submit a complete application; and
  - e. The household must provide the appropriate supporting documentation; and
  - f. The household is or has been a tenant of a unit that is located within Tennessee; and
  - g. The household was, is, or will be obligated to pay rent under a lease or agreement.
- A.6. Housing Stability Services. The provision of Housing Stability Services is not limited to households eligible for Financial Assistance. If a household will receive both Financial Assistance and Housing Stability, then the household must meet the eligibility requirements of Section A.5. for Financial Assistance. If a household is only going to receive Housing Stability, then the household only needs to comply with the following:
- a. The household must submit a complete application; and
  - b. The household is or has been a tenant of a unit that is located within Tennessee; and
  - c. The assistance is needed to keep or make the household stably housed.
  - d. Even though Grantee is not required to document a household's eligibility if the grantee provides the household with no assistance other than housing stability services, Grantee must collect any demographic or other information from the household needed to fulfill the Grantee's reporting obligations.
- A.7. Grantees are encouraged to rely on a household's self-attestations for purposes of confirming eligibility. If all eligibility requirements are expressly addressed by the household's self-attestation, the grantee is not required to collect additional income documentation, past due notices, or other eligibility-verification documents. As a result, grantees are not required to document a household's eligibility if the grantee provides the household with no assistance other than housing stability services paid with ERA2 funds. However, the grantee must collect any demographic or other information from the household needed to fulfill the grantee's reporting obligations.
- A.8. Program funds are considered an emergency resource. Grantees must put the Program funds to use immediately. Failure to expend the Program funds in a timely manner may trigger a recapture of funds as detailed in the Spend-Down Requirements section of the Program Description.
- A.9. Grantee shall only provide eligible households with Eligible Programmatic Costs as outlined in the Program Description.



- A.10. Form of Assistance. All ERA-EPP assistance must be paid directly to the landlord, property-management company, attorneys, courts, and/or the party to which the fee is due. Program funds may not be paid to a tenant directly, unless a minimum of 3 documented attempts to reach a landlord are made and the attempts and the following are documented:
- a. The landlord is unwilling to participate in the program or accept funds;
  - b. The landlord is unwilling to provide required documentation; or
  - c. The landlord is failing to respond to requests.
- A.11. The Grantee shall retain support of disbursements made in their client files for compliance purposes.
- A.12. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective December 15, 2024 ("Effective Date") and extend to 11:59 P.M. CST on the End Date, which is July 31, 2025 (the "Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Forty-Seven Thousand, Six Hundred Thirty and 13/100 Dollars (\$347,630.13) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget 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 Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed or, if eligible for Periodic Advance Payment, advanced for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement or advance payment of allowable costs. The amount of a Periodic Advance Payment is subject to the THDA Requirements and may not exceed \$100,000 or 20% of the Maximum Liability, whichever amount is less. The total of all reimbursed and Periodic Advance Payments may not to exceed the Maximum Liability established in Section C.1.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State on the approved invoice form as prescribed by THDA. The invoice must be accompanied by supporting documentation, as

determined necessary by THDA, in its sole discretion. Grantee shall submit the invoice and supporting documentation to THDA via requirements established by THDA. The Grantee understands and agrees to all of the following.

- a. An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - b. An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
  - c. Invoices must be submitted to THDA within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee, except for the final invoice as outlined under C.7.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to



the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007, or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and

satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee 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 the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be



made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Don Watt, Chief Programs Officer  
Tennessee Housing Development Agency  
502 Deaderick Street, 2nd Floor  
Nashville, TN 37243  
DWatt@thda.org  
Telephone # (615) 815-2032

The Grantee:

Oluwadamilola Dairo, Executive Director  
Metropolitan Action Commission  
1281 Murfreesboro Pike Nashville, TN 37217  
Email: oluwadamilola.dairo@nashville.gov  
Telephone # (615) 862-8860

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall 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 Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.



- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law and federal requirements. In no case shall the records be maintained for a period of less than five (5) full years from the period of performance for ERA 2, September 30, 2025 or as may be subsequently revised by the U.S. Department of the Treasury ("Treasury"). The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by THDA, the Comptroller of the Treasury, Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of Treasury, THDA, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.



- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any 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).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. 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 to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth 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 default under this Grant Contract or grounds for termination. 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. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract



is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

#### E. **SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.



- E.2. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.



- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.6. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.7. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.8. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to Treasury and the Region 4 Office of the Environmental Protection Agency.

E.9. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

IN WITNESS WHEREOF,

METROPOLITAN ACTION COMMISSION:

DocuSigned by:  
  
3EA48E8E6D8A4B6

4/8/2025 | 12:29 PM PDT

OLUWADAMILOLA DAIRO, EXECUTIVE DIRECTOR

DATE

[THDA SIGNATURE PAGE ON NEXT PAGE]

**[THDA SIGNATURE PAGE]**

**TENNESSEE HOUSING DEVELOPMENT AGENCY:**

DocuSigned by:  
  
F11BFF854B534CE

4/8/2025 | 2:30 PM CDT

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**REBECCA CARTER, DIRECTOR OF COMMUNITY SERVICES**

**DATE**

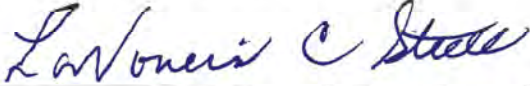
**SIGNATURE PAGE FOR  
Tennessee Housing and Development Agency  
Emergency Rental Assistance, Eviction Prevention Program  
(THDA ERA-EPP)  
and the Metropolitan Action Commission  
Amendment #1**

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

\_\_\_\_\_  
see previous page  
Oluwadamilola Dairo, Interim Executive Director  
Metropolitan Action Commission

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
LaVoneia C. Steele, Ed.D., Chair  
Metropolitan Action Commission

\_\_\_\_\_  
Date

**APPROVED AS TO AVAILABILITY OF FUNDS**

  
\_\_\_\_\_  
Jenneen Reed, Director  
Department of Finance

6/1/2025 | 5:32 PM CDT

\_\_\_\_\_  
Date

**APPROVED AS TO RISK AND INSURANCE**

  
\_\_\_\_\_  
Balogun Cobb, Director of Insurance

6/3/2025 | 7:02 AM PDT

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGALITY**

  
\_\_\_\_\_  
Metropolitan Attorney

6/2/2025 | 9:28 AM CDT

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**FILED**

\_\_\_\_\_  
Austin Kyle, Metropolitan Clerk

\_\_\_\_\_  
Date

ATTACHMENT A

2024 ERA-EPP PROGRAM

GRANTEE BUDGET

GRANTEE: METROPOLITAN ACTION COMMISSION

Please complete the Grantee Budget form to indicate how much of the agency's award is projected for Housing Stability and Administrative Costs.

Please note, the full award can be used for Financial Assistance. The Housing Stability and Administrative funds are limited as reflected below.

ERA-EPP Award: \$347,630.13			
Financial Assistance	\$274,627.81		
Housing Stability (Limited to 10% of Award)	\$34,763.01		
Administrative (Limited to 11% of Award)	DIRECT	INDIRECT	TOTAL
	0%	11%	11%
	\$0.00	\$38,239.31	\$38,239.31
TOTAL	\$347,630.13		



**ATTACHMENT B****Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	METROPOLITAN ACTION COMMISSION
Subrecipient's Unique Entity Identifier (SAM)	0782176683QKW8
Federal Award Identification Number (FAIN)	ERA2-8226
Federal award date	03.11.2021
Subaward Period of Performance Start and End Date	08.15.2024 - 07.31.2025
Subaward Budget Period Start and End Date	08.15.2024 - 07.31.2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	21.023 – Emergency Rental Assistance Program 2
Grant contract's begin date	08.15.24 / 12.15.24
Grant contract's end date	07.31.25
Amount of federal funds obligated by this grant contract	<b>\$347,630.13</b>
Total amount of federal funds obligated to the subrecipient	<b>\$347,630.13</b>
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$322,028,509.10
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State of Tennessee Emergency Rental Assistance (ERA2)
Name of federal awarding agency	U.S. Department of the Treasury
Name and contact information for the federal awarding official	U.S. Department of the Treasury ERA Team <a href="mailto:EmergencyRentalAssistance@treasury.gov">EmergencyRentalAssistance@treasury.gov</a>
Name of pass-through entity	Tennessee Housing Development Agency
Name and contact information for the pass-through entity awarding official	Don Watt <a href="mailto:DWatt@thda.org">DWatt@thda.org</a>
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	11%

## Certificate Of Completion

Envelope Id: 32B3289D-8AC8-462D-9FB0-A985F28D9779

Status: Completed

Subject: Complete Docusign: MAC Emergency Rental Assistance (ERA-EPP) 24-25 A1 and A2 Council Mtg. 06/17/25

Source Envelope:

Document Pages: 31

Signatures: 10

Envelope Originator:

Certificate Pages: 16

Initials: 2

Vaughn Wilson

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

Vaughn.wilson@nashville.gov

IP Address: 170.190.198.185

## Record Tracking

Status: Original

Holder: Vaughn Wilson

Location: DocuSign

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Vaughn.wilson@nashville.gov

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Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: Docusign

## Signer Events

### Signature

### Timestamp

Amanda Brown

amanda.brown@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 5/28/2025 12:09:06 PM

Viewed: 5/29/2025 7:46:26 AM

Signed: 5/29/2025 7:46:42 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

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ID: 80910ed7-7d5f-4220-90fb-873e23043c6c

Aaron Pratt

aaron.pratt@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 5/29/2025 7:46:45 AM

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Signed: 5/29/2025 9:24:46 AM

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Using IP Address: 170.190.198.190

### Electronic Record and Signature Disclosure:

Accepted: 5/29/2025 9:24:24 AM

ID: 313c64d5-83e0-4464-86b0-906d91dde7c0

Jenneen Reed/mjw

maryjo.wiggins@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 5/29/2025 9:24:50 AM

Viewed: 6/1/2025 5:30:22 PM

Signed: 6/1/2025 5:32:27 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

Accepted: 6/1/2025 5:30:22 PM

ID: b1af48ea-ed67-4f0a-86f3-aa9194e720a1

Courtney Mohan

courtney.mohan@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 6/1/2025 5:32:31 PM

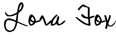
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Signed: 6/2/2025 9:28:20 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.144

### Electronic Record and Signature Disclosure:

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<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/3/2025 9:01:50 AM ID: 34bd4f6d-3924-4edb-b3f5-51f0a45eeade		
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
Karina Valdez karina.valdez@nashville.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/3/2025 9:02:37 AM
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/3/2025 9:02:38 AM Viewed: 6/3/2025 9:04:46 AM
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Grants Coordination grantscoordination@nashville.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/3/2025 9:02:38 AM Viewed: 6/3/2025 9:21:11 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	6/3/2025 8:29:44 AM
Envelope Updated	Security Checked	6/3/2025 8:29:44 AM
Certified Delivered	Security Checked	6/3/2025 9:01:50 AM
Signing Complete	Security Checked	6/3/2025 9:02:34 AM
Completed	Security Checked	6/3/2025 9:02:38 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a



business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

**DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber



and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

**15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.**

**16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS** You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

**17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER**

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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