



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, JUNE 20, 2023**

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AMENDMENT NO. 1
TO
RESOLUTION NO. RS2023-2196

Mr. President –

I move to amend Resolution No. RS2023-2196 as follows:

I. By amending Section 1 as follows:

Section 1: The pay plan adopted pursuant to RS2022-1553 and which went into effect on July 1, 2022, for the general employees of the Metropolitan Government, excluding employees of the Board of Health, Board of Education, and the Police and Fire Departments, from and after July 1, 2023 shall be as provided in Exhibit “A”, except that there shall be a salary increase of 2% above what is noted in the exhibit. Exhibit “A” reflects a cost of living increase in the amount of 4% and the continuation of step increment adjustments. Exhibit “A” is incorporated into this Resolution as if fully set out herein, except that there shall be a salary increase of 2% above what is noted in the exhibit.

II. By amending Section 5 as follows:

Section 5: Upon the adoption of the pay plan attached as Exhibit “A”, which shall further include a salary increase of 2% above what is noted in the exhibit, and upon it becoming effective, the pay plan adopted pursuant to RS2022-1553 is hereby repealed.

Sponsored by:

Kevin Rhoten
Member of Council

AMENDMENT NO. 2
TO
RESOLUTION NO. RS2023-2196

Mr. President –

I move to amend Resolution No. RS2023-2196 as follows:

I. By amending Section 1 as follows:

Section 1: The pay plan adopted pursuant to RS2022-1553 and which went into effect on July 1, 2022, for the general employees of the Metropolitan Government, excluding employees of the Board of Health, Board of Education, and the Police and Fire Departments, from and after July 1, 2023 shall be as provided in Exhibit “A”, except that there shall be a salary increase of 2.5% above what is noted in the exhibit. Exhibit “A” reflects a cost of living increase in the amount of 4% and the continuation of step increment adjustments. Exhibit “A” is incorporated into this Resolution as if fully set out herein, except that there shall be a salary increase of 2.5% above what is noted in the exhibit.

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Section 5: Upon the adoption of the pay plan attached as Exhibit “A”, which shall further include a salary increase of 2.5% above what is noted in the exhibit, and upon it becoming effective, the pay plan adopted pursuant to RS2022-1553 is hereby repealed.

Sponsored by:

Courtney Johnston
Member of Council

AMENDMENT NO. 3
TO
RESOLUTION NO. RS2023-2196

Mr. President –

I move to amend Resolution No. RS2023-2196 as follows:

I. By amending Section 1 as follows:

Section 1: The pay plan adopted pursuant to RS2022-1553 and which went into effect on July 1, 2022, for the general employees of the Metropolitan Government, excluding employees of the Board of Health, Board of Education, and the Police and Fire Departments, from and after July 1, 2023 shall be as provided in Exhibit “A”, except that there shall be a salary increase of 3% above what is noted in the exhibit. Exhibit “A” reflects a cost of living increase in the amount of 4% and the continuation of step increment adjustments. Exhibit “A” is incorporated into this Resolution as if fully set out herein, except that there shall be a salary increase of 3% above what is noted in the exhibit.

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Sponsored by:

Delishia Porterfield
Member of Council

AMENDMENT NO. 4
TO
RESOLUTION NO. RS2023-2196

Mr. President –

I move to amend Resolution No. RS2023-2196 as follows:

I. By amending Section 1 as follows:

Section 1: The pay plan adopted pursuant to RS2022-1553 and which went into effect on July 1, 2022, for the general employees of the Metropolitan Government, excluding employees of the Board of Health, Board of Education, and the Police and Fire Departments, from and after July 1, 2023 shall be as provided in Exhibit "A", except that there shall be a salary increase of 5% above what is noted in the exhibit. Exhibit "A" reflects a cost of living increase in the amount of 4% and the continuation of step increment adjustments. Exhibit "A" is incorporated into this Resolution as if fully set out herein, except that there shall be a salary increase of 5% above what is noted in the exhibit.

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Sponsored by:

Ginny Welsch
Member of Council

AMENDMENT NO. 1
TO
RESOLUTION NO. RS2023-2197

Mr. President –

I move to amend Resolution No. RS2023-2197 as follows:

I. By amending Section 1 as follows:

Section 1: The pay plan adopted pursuant to RS2022-1554 and which went into effect on July 1, 2022, for employees of the Metropolitan Departments of Police and Fire, from and after July 1, 2023, shall be as provided in Exhibit “A”, except that there shall be a salary increase of 2% above what is noted in the exhibit. Exhibit “A” reflects a cost of living increase in the amount of 4% and the continuation of step increment adjustments. Exhibit “A” is incorporated into this Resolution as if fully set out herein, except that there shall be a salary increase of 2% above what is noted in the exhibit.

II. By amending Section 4 as follows:

Section ~~5~~ 4: Upon the adoption of the pay plan attached as Exhibit “A”, which shall further include a salary increase of 2% above what is noted in the exhibit, and upon it becoming effective, the pay plan adopted pursuant to RS2022-1555 is hereby repealed.

III. By amending Section 5 as follows:

Section ~~6~~ 5: This Resolution shall take effect on July 1, 2023, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by:

Kevin Rhoten
Member of Council

AMENDMENT NO. 2
TO
RESOLUTION NO. RS2023-2197

Mr. President –

I move to amend Resolution No. RS2023-2197 as follows:

I. By amending Section 1 as follows:

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Sponsored by:

Courtney Johnston
Member of Council

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Sponsored by:

Delishia Porterfield
Member of Council

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TO
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Sponsored by:

Ginny Welsch
Member of Council

AMENDMENT NO. 1
TO
RESOLUTION NO. RS2023-2198

Mr. President –

I move to amend Resolution No. RS2023-2198 as follows:

I. By amending Section 1 as follows:

Section 1: The pay plan adopted pursuant to RS2022-1555 and which went into effect on July 1, 2022, for employees of the Metropolitan Board of Health, from and after July 1, 2023 shall be as provided in Exhibit “A”, except that there shall be a salary increase of 2% above what is noted in the exhibit. Exhibit “A” reflects a salary increase in the amount of 4% and the continuation of step increment adjustments. Exhibit “A” is incorporated into this Resolution as if fully set out herein, except that there shall be a salary increase of 2% above what is noted in the exhibit.

II. By amending Section 3 as follows:

Section 3: Upon the adoption of the pay plan attached as Exhibit “A”, which shall further include a salary increase of 2% above what is noted in the exhibit, and upon it becoming effective, the pay plan adopted pursuant to RS2022-1555 is hereby repealed.

Sponsored by:

Kevin Rhoten
Member of Council

AMENDMENT NO. 2
TO
RESOLUTION NO. RS2023-2198

Mr. President –

I move to amend Resolution No. RS2023-2198 as follows:

I. By amending Section 1 as follows:

Section 1: The pay plan adopted pursuant to RS2022-1555 and which went into effect on July 1, 2022, for employees of the Metropolitan Board of Health, from and after July 1, 2023 shall be as provided in Exhibit “A”, except that there shall be a salary increase of 2.5% above what is noted in the exhibit. Exhibit “A” reflects a salary increase in the amount of 4% and the continuation of step increment adjustments. Exhibit “A” is incorporated into this Resolution as if fully set out herein, except that there shall be a salary increase of 2.5% above what is noted in the exhibit.

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Sponsored by:

Courtney Johnston
Member of Council

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TO
RESOLUTION NO. RS2023-2198

Mr. President –

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Sponsored by:

Delishia Porterfield
Member of Council

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RESOLUTION NO. RS2023-2198

Mr. President –

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Sponsored by:

Ginny Welsch
Member of Council

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2023-2279

Mr. President –

I move to amend Resolution No. RS2023-2279 by modifying the eighth recital as follows:

“WHEREAS, for the following 23 years, from 1985 until 2008, Louanne-Ann Cowan Grandinetti of WPLN took on the announcer role for the Metropolitan Council meeting broadcasts; and”

SPONSORED BY:

Burkley Allen
Member of Council

Resolution No. ____

A resolution recognizing the 15th Anniversary of Southern Word.

WHEREAS, Southern Word was founded in 2008 by educators, youth development professionals, writers, and poets to create spoken word youth development and education strategies; and

WHEREAS, since then, Southern Word has grown to a national, non-profit leader in the spoken word education field, serving more than 7,500 youth, 40 schools, and 8 Tennessee counties each year; and

WHEREAS, Southern Word seeks to offer creative solutions for youth to build literacy and presentation skills, reconnect to their education and lives, and act as leaders in the improvement of their communities; and

WHEREAS, Southern Word assist youth, especially in under-served communities, with opportunities to develop and publicly present their voices both live and in print, video, audio and digital media; and

WHEREAS, for the past 15 years, Southern Word has been a Tennessee vanguard for youth voice, literacy, cross cultural conversation, educational innovation, youth civic engagement, diversity, equity, inclusion, and youth mental health; and

WHEREAS, it is fitting and proper that the Metropolitan Council recognize Southern Word for 15 years of serving the youth of Nashville and Davidson County through the spoken word.

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

Section 1. The Metropolitan County Council hereby goes on record as recognizing the 15th Anniversary of Southern Word.

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

Sponsored by:

Zulfat Suara
Member of Council

Resolution No. _____

A resolution appropriating a total of \$2,938,965 from the Nashville Public Library to various non-profit organizations for the provision of free and high-quality afterschool and summer programming through the Library's Nashville After Zone Alliance out-of-school time coordinating system.

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

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

WHEREAS, the Library has accepted applications from non-profit organizations to receive funding from the Nashville After Zone Alliance coordinating system for the provision of free and high-quality afterschool and summer programming; and,

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

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

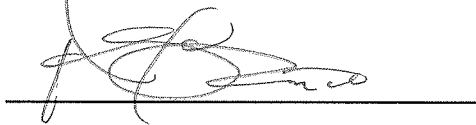
Section 1. There is hereby appropriated Two Million Nine Hundred Thirty Eight Thousand Nine Hundred Sixty Five Dollars (\$2,938,965) from the Public Library to nonprofit organizations as follows:

- \$345,575 to Aspiring Youth Enrichment Services;
- \$304,735 to Backfield in Motion;
- \$59,165 to Beech Creek Ministries;
- \$96,520 to Bethlehem Centers of Nashville;
- \$279,325 to Black Lemonade;
- \$265,775 to Church on the Rock;
- \$97,300 to DYMON in the Rough;
- \$16,800 to East Nashville Hope Exchange;
- \$127,205 to Edgehill Neighborhood Partnership;
- \$164,300 to Global Outreach Developments International;
- \$43,900 to Humble Beginnings
- \$383,000 to Martha O-Bryan Center;
- \$116,240 to Moves and Grooves, Inc.;
- \$71,820 to Nashville International Center for Empowerment;
- \$156,400 to Nations Ministry Center;
- \$152,680 to Why We Can't Wait, Inc.
- \$152,825 to YMCA of Middle Tennessee
- \$27,100 to Youth Changes, Inc.
- \$78,300 to Youth Journeyz

Section 2. The Metropolitan Government is hereby authorized to enter into grant contracts, attached hereto and incorporated herein, with the nonprofit organizations listed in Section 1 for the amounts provided herein and the purposes stated. Such contracts shall specify the terms and conditions under which the grant funds are to be spent.

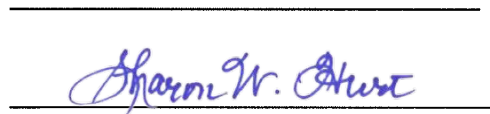
Section 3 That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED FOR PROPER BUDGET PROCEDURES:



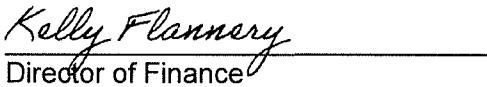
Budget Officer

INTRODUCED BY:



Member(s) of Council

APPROVED AS TO AVAILABILITY OF FUNDS:



Director of Finance

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



6.13.2023

To: Metropolitan Council
Attention: Margaret Darby
1 Public Square, Suite 204
Nashville, TN, 37219

From: Nashville Public Library
615 Church Street, Nashville, TN, 37219

Subject: Late filing request for NAZA grants

Nashville Public Library is seeking approval for late filing for NAZA grant contracts since we cannot appropriate funds to the providers of summer programming without Council approval. The programs operate starting July 1, 2023, and must have their contracts approved by Metro before they can operate under the contract.

Terri Luke

Terri Luke (Jun 13, 2023 14:39 CDT)

Sincerely,
Terri Luke,
Interim Library Director

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
ASPRING YOUTH ENRICHMENT SERVICES.**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Aspiring Youth Enrichment Services**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023, to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with Aspiring Youth Enrichment Services will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 16, 2023

1) SH **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2) SH **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3) SH **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) SH **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) SH **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) SH **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) SH **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 16, 2023

8) YH **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

9) YH **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) YH **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) YH **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA before,** will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) YH **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI) cycle.** Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI) cycle** is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.

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- b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.
- c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
- j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

13) YH **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.

14) YH **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.

14) YH **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

14) YH **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.

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- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;

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2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$345,575.00(85 Slots for Afterschool, and 90 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

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Recipient can expect to receive three payments during the contracted year.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

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Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work

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

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

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D.13.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

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PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

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- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

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- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
[615-862-5800](tel:615-862-5800) ext. [73731](tel:615-862-5800)

Recipient

LaDonna Harris
Aspiring Youth Enrichment Services
Address: 6339 Charlotte Pike #591
Nashville, TN 37209
Phone # (615) 525-0190

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 16, 2023

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

- | | |
|---|---|
| <u>Annex 1</u> – Metro Invoice Template | <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement |
| <u>Annex 2</u> – Expenditure Report Template | <u>Annex 6</u> – Performance Indicators |
| <u>Annex 3</u> – Budget | <u>Annex 7</u> – Enrollment form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Aspiring Youth Enrichment Services, Contract # _____ May 16, 2023**

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terni Luke
Interim Library Director

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Aspiring Youth Enrichment Services

By: LaDonna Hunt

Name
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public,
this 1 day of June, 2023

Notary Public Reginald M. Brown



My Commission expires 7-6-2026

NAZA-funded Program Sites for 2023-2024

Name of the Organization Aspiring Youth Enrichment Services

Days a Week of Afterschool Program: ____ 4

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	Yes
H.G. Hill Middle School 150 Davidson Rd. Nashville, TN 37205	50	Yes
Ebenezer Community Church 2624 Morena St. Nashville, TN 37208	15	No
Nashville Public Library Pruitt Branch 117 Charles E. Davis Blvd. Nashville, TN 37210	20	No
Total Number of Students	85	

If applicable, provide **Summer Programming information**

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	8:30am – 3:30pm		
Ebenezer Community Church 2624 Morena St. Nashville, TN 37208	90	8:00 am – 4:00 pm	July 5 th – July 28 th	June 3 rd – June 28 th
Total Number of Students	90			

LaDonna Harris

5/22/2023

Authorized Officer Signature

Date

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA			
Funds For FY 2023 Program			
ORGANIZATION NAME	Aspiring Youth Enrichment Services	CONTRACT # (Office Use):	
PROGRAM NAME	A.Y.E.S.	START DATE:	7/1/2023
ADDRESS	6339 Charlotte Pike #591	END DATE:	6/30/2024
CITY, STATE & ZIP	Nashville, TN, 37209	CONTACT PERSON	LaDonna Harris
FEDERAL ID # (EIN)	47-1025284	CONTACT TELEPHONE	(615) 525 - 0190
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS	
After-School Programs		After-school program starts 09/06/2022 Per slot rate for afterschool is \$1,355	
Salaries and Wages	\$84,300.00	(1) Executive Director- \$41.25 per hour for 30 hours per week for 32 weeks is \$39,600. (1) Site Coordinator- \$22 per hour for 20 hours per week for 30 weeks is about \$13,200. (1) Program Director- \$18.00 per hour for 30 hours per week for 30 weeks is \$16,200. (1) Educational Coach- \$17.00 per hour for 30 hours for 30 weeks \$15,300. The total amount of \$84,300 will be charged to this grant.	
Benefits and Taxes	\$8,430.00	10% of the total staff's salary and wages will be paid to employment and social security taxes. \$8,430 will be charged to this grant.	
Total Personnel Expenses	92,730.00		
Office Supplies	\$2,000.00	The total amount of \$2,000.00 will be charged to this grant.	
Communications	\$2,890.00	The cost of one phone line is \$220.00 per month for 10 months of programming is \$2,200.00 which is charged to this grant. The subscription for creating digital marketing materials costs \$10.00 per month for 10 months. The total cost is 100.00. The cost of the mobile hotspot is \$59.00 for 10 months. The total cost is \$590. A total of \$2,890 will be charged to this grant.	
Postage and Shipping	\$0.00	No charge to this grant.	
Occupancy	\$7,200.00	The monthly rent is \$800 per month for 9 months. The total amount will be charged to this grant.	
Equipment Rental and Maintenance	\$0.00	No charge to this grant.	
Printing and Publications	\$850.00	AYES Curriculum Workbooks will cost \$10.00 per book for 85 students. The amount of \$850.00 will be charged to this grant.	
Travel/Conferences & Meetings	\$0.00	No charge to this grant.	
Insurance	\$0.00	No charge to this grant.	
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	\$8,905.00	The average cost is \$104.76 for learning supplies, software, and materials for 85 participants. The total amount of \$8,905.00 will be charged to this grant.	
Afterschool/summer transportation	\$0.00	Afterschool Transportation - No charge to this grant Summer Transportation- \$1,500.00 per day for 40 days. The total amount of \$60,000.00 will be charged to this grant for the summer budget.	
Field Trips	\$0.00	No charge to this grant.	
Professional Fees/Enhancement Partners	\$600.00	Contracted services, including external enhancement partners - \$75 per class/hour for 8 classes of a total of \$600 that will be charged to this grant.	
Other Non-Personnel	\$0.00	No charge to this grant.	
Indirect Cost	\$0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.	
Total Non-personnel	22,445.00		
Afterschool sub-total	115,175.00		
Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1- 30, 2024 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.	
Salaries and Wages	\$79,120.00	(1) Executive Director - at \$41.25 per hour for 320 hours is \$13,200. (1) Site Director - \$20.00 per hour for 320 hours is \$6,400. (1) Administrative Assistant - \$16.00 per hour for 320 hours is \$5,120. (6) Educational Coaches - \$17.00 per hour for 320 per week is \$32,640. (1) Site Coordinator - \$18.00 per hour for 320 hours is \$5,760. (2) Bus Drivers - \$25.00 per hour for 320 hours is \$16,000. The total amount of \$79,120 will be charged to this grant for salaries and wages.	
Benefits and Taxes	\$344.00	\$344 will be paid toward employment and social security taxes. \$344.00 will be charged to this grant.	
Total Personnel Expenses	79,464.00		

Office Supplies	\$2,000.00	Desk, chairs, file cabinets, shelves, pens, pencils, folders, paper, sanitizer, whiteout, and other general office supplies are estimated to cost \$2,000.00 for the summer program. The total amount of \$2,000.00 will be charged to this grant.
Communications	\$973.00	The cost of one phone line and the internet is \$255.00 per month for 2 months. The total cost of \$510.00 will be charged to this grant. The cost of the mobile hotspot is \$59.00 for 2 months. The total cost will be \$118.00 for 2 months. The cost of the website is \$90 for the year. The total cost of \$973.00 is charged to this grant.
Postage and Shipping	\$100.00	One post office box and postal services will cost \$100.00. The total amount of \$100.00 will be charged to this grant.
Occupancy	\$6,100.00	Facility rent is \$3,050.00 per month. The total cost to occupy the building for 2 months is \$6,100.00 and this total will be charged to this grant.
Equipment Rental and Maintenance	\$0.00	No charge to this grant.
Printing and Publications	\$900.00	AYES Curriculum Workbooks will cost \$10.00 per book for 90 students. The total amount of \$900.00 will be charged to this grant.
Travel/Conferences & Meetings	\$4,700.00	The cost of food and lodging for vocational workshops will cost about \$4,700. The total amount is being charged to this grant.
Insurance	\$9,000.00	Liability, comprehensive, and collision insurance will cost \$1,000.00 and this total amount will be charged to this grant.
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	\$37,163.00	The average cost per participant is \$437 for learning supplies software, and materials. There are 85 participants in the program. The total amount of \$37,163 will be charged to this grant.
Field Trips	\$25,000.00	The cost is about \$294 per participant; total cost for 85 participants is about \$25,000.00 and this total amount will be charged to this grant.
Professional Fees/Enhancement Partners	\$5,000.00	Contracted services cost \$3,500. External enhancement partners are about \$100.00 per session for 15 sessions. A total amount of \$5,000.00 will be charged to this grant.
Other Non-Personnel (Transportation)	\$60,000.00	\$1,500.00 per day for 40 days. The total amount of \$60,000.00 will be charged to this grant.
Indirect Cost	\$0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.
Total Non-personnel	150,936.00	
Summer sub-total	230,400.00	
TOTAL	345,575.00	
RECIPIENT		
AUTHORIZED SIGNATURE:		
	<i>LaDonna Harris</i>	
TITLE	Executive Director	
DATE	5 / 24 /2023	

Grant contract between the Metropolitan Government of Nashville and Davidson County and Backfield in Motion, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
BACKFIELD IN MOTION**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Backfield in Motion**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

*NAZA-funded summer program with **Backfield in Motion** will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)*

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Backfield in Motion, Contract # _____ May 16, 2023

1. TC **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. TC **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. TC **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) TC **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) TC **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) TC **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) TC **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) TC **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Backfield in Motion, Contract # _____ May 16, 2023

9) TC **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) TC **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) TC **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) TC **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.

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- c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
- j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

13) TC **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.

14) TC **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.

14) TC **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

14) TC **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance

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with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.

- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (see Annex 6).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;

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3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$304,735.00 (189 Slots for Afterschool, and 40 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year.

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First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Backfield in Motion, Contract # _____ May 16, 2023

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all

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satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.13.1 Proof of Insurance

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During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

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PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
 - (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

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- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

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- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Todd Campbell
Backfield in Motion
Address: 920 Woodland Street
Nashville, TN 37206
Phone : 615-227-9935

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

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complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

Annex 1 – Metro Invoice Template

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 2 – Expenditure Report Template

Annex 6 – Performance Indicators

Annex 3 – Budget

Annex 7 – Enrollment form

Annex 4 – Minimum Standards for NAZA funding

Annex 8 – Program site/s

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Backfield in Motion, Contract # _____ May 16, 2023**

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke
EE40BF0F0F004DF
Interim Library Director

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Backfield in Motion

By: Topo E. Law

Name
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public,
this 31 day of May, 2023

Notary Public



Kristin Edmonds
My Commission expires March 9, 2027

NAZA-funded Program Sites for 2023-2024

Name of the Organization Backfield in Motion, Inc.

Days a Week of Afterschool Program: 4

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Antioch Middle School 5050 Blue Hole Rd, Antioch, TN 37013	70	Yes
DuPont Hadley Middle School 1901 Old Hickory Blvd, Old Hickory, TN 37138	60	Yes
Goodlettsville Middle School 300 S Main St., Goodlettsville, TN 37072	34	Yes
McKissack Middle School 915 38 th Ave. N, Nashville, TN 37209	25	Yes
Total Number of Students	189	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Isaac Litton Alumni Center 4500 Gallatin Pike, Nashville, TN 37216	40	8:00am – 4:00pm		June 3- June 28
Total Number of Students	40			

Micah J. Kimble

Authorized Officer Signature

5/25/2023

Date

Metropolitan					
Funds For FY 2023 Program					
ORGANIZATION NAME		Backfield in Motion, Inc.	CONTRACT # (Office Use):		
PROGRAM NAME		Backfield in Motion	START DATE: 9/6/2023		
ADDRESS		920 Woodland St.	END DATE: 5/2/2024		
CITY, STATE & ZIP		Nashville, TN 37206	CONTACT PERSON: Micah Kimble		
FEDERAL ID # (EIN)		62-1826603	CONTACT TELEPHONE: (615) 227 - 9935		
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
After-School Programs		After-school program starts 09/06/2023 Per slot rate for afterschool is \$1,355		N/A	N/A
Salaries and Wages	228,756.00	\$39,900; 6 Programming Teachers Total (\$25 an hour x 3 hours a day x 5 days a week x 114 Days)= \$51,300; 4 Site Coordinators Total (\$17 an hour x 3 hours a day x 5 days a week x 114 Days)= \$23,256; 10 Youth Coordinators Total (\$15 an hour x 3 hours a day x 5 days a week x 114 Days)= \$51,300; 2 FT Senior Coordinators (create and impliment lesson plans and monitor multiple locations) Salaried (\$45,000 a year each) for 114 Days= \$55,000.00 (70% of			
Benefits and Taxes	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant			
Total Personnel Expenses	228,756.00				
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number			
Insurance	0.00	Unit cost or % of total cost charged to this grant			
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	20,339.00	\$107.61 per student- for books, learning blade registration, and other academic supplies			
Transportation	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)			
Field Trips	4,000.00	\$25 per student for field trip cost			
partners	3,000.00	15 hours of enhancement partners @ \$200 an hour			
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed			
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.			
Total Non-personnel	27,339.00				
Afterschool sub-total	256,095.00				
Summer Programs		Summer program funded in this cycle is July 1-31,2022 and June 1- 30, 2023 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.		\$20,000	MDHA
Salaries and Wages	41,800.00	6 teachers at \$48 an hour x 6 hours a day x 19 days = \$32,832; 1 teacher at \$25 an hour x 8			
Benefits and Taxes	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant			
Total Personnel Expenses	41,800.00				
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			

Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	0.00	Per youth average cost or cost per purchase type		
Field Trips	6,840.00	\$171 per student		
Professional Fees/Enhancement partners	0.00	Any contracted services, including external enhancement partners- cost per contract or per hour/class		
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.		
Total Non-personnel	6,840.00			
Summer sub-total	48,640.00			
TOTAL	304,735.00			
RECIPIENT				
AUTHORIZED SIGNATURE:				
TITLE	COO			
DATE	5 / 25 / 2023			

Grant contract between the Metropolitan Government of Nashville and Davidson County and Beech Creek Ministries, Inc, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
BEECH CREEK MINISTRIES, INC**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Beech Creek Ministries, Inc**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

*NAZA-funded summer program with **Beech Creek Ministries, Inc** will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)*

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

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1. OK **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.
2. OK **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. OK **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

- 4) OK **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

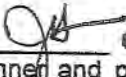
Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

- 5) OK **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
- 6) OK **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.


- 7) OK **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

- 8) OK **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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9)  **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10)  **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.


11)  **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12)  **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI) cycle.** Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI) cycle** is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.

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- c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
 - d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.
 - e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
 - f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
 - g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
 - h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
 - i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
 - j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 13) OK **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) OK **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) OK **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manager** by program administrators the spring semester.
- 14) OK **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance

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with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.

- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (see Annex 6).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;

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3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$59,165.00 (23 Slots for Afterschool, and 25 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year.

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First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

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- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all

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satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.13.1 Proof of Insurance

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During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

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PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
 - (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Beech Creek Ministries, Inc, Contract # _____ May 16, 2023

- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Beech Creek Ministries, Inc, Contract # _____ May 16, 2023

D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

John Garnett Executive Director
Beech Creek Ministries, Inc
Address: 3101 Curtis Street
Nashville, TN 37218
Phone # 615-651-1999

D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

Grant contract between the Metropolitan Government of Nashville and Davidson County and Beech Creek Ministries, Inc, Contract # _____ May 16, 2023

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.

- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

- | | |
|---|---|
| <u>Annex 1</u> – Metro Invoice Template | <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement |
| <u>Annex 2</u> – Expenditure Report Template | <u>Annex 6</u> – Performance Indicators |
| <u>Annex 3</u> – Budget | <u>Annex 7</u> – Enrollment form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

Grant contract between the Metropolitan Government of Nashville and Davidson County and
Beech Creek Ministries, Inc, Contract # _____ May 16, 2023

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Tami Luke

Interim Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Beech Creek Ministries, Inc

By: *John Hamlett*
Name
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public, this 21st day of May, 2023

Notary Public

Eianca McNoir
NOTARY PUBLIC
BALTIMORE CITY
MARYLAND
MY COMMISSION EXPIRES October 26, 2024

My Commission expires October 26 2024

NAZA-funded Program Sites for 2023-2024

Name of the Organization Beech Creek Ministries Inc.

Days a Week of Afterschool Program: 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
I T Creswell Middle School, 3500 John Malette, Nashville, TN 37218	5	Yes
Haynes Middle School 510 West Trinity Lane, Nashville, TN 37207	5	Yes
Alex Green Elementary School 3921 Lloyd Rd., Whites Creek, TN 37189	13	Yes
Total Number of Students	23	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Beech Creek Ministries 3010 Curtis Street, Nashville, TN 37218	25	8:00am – 3:00pm	07/03 -07/14	06/03 – 06/14
Total Number of Students				

John Barnett

05/26/23

Authorized Officer Signature

Date

Metropolitan

Funds For FY 2024 Program

ORGANIZATION NAME	BEECH CREEK MINISTRIES, INC.	CONTRACT # (Office Use):	
PROGRAM NAME	CENTER FOR IMAGINATION	START DATE:	5-Sep-23
ADDRESS	3101 CURTIS STREET	END DATE:	3-May-24
CITY, STATE & ZIP	NASHVILLE, TN 37218	CONTACT PERSON	JOHN GARNETT
FEDERAL ID # (EIN)	36-4651466	TELEPHONE:	615-473-6080

COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS	OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
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After-School Programs		After-school program starts 09/06/2022 Per slot rate for afterschool is \$1,365		
Salaries and Wages	9,840.00	1 Tutor x 280 hrs x 16.00/hr = \$5,040 / Prog Director: \$300/mth x 8 = 2,400 / Exec Director: \$300/mth x 8 = 2,400. Operating: 5 days/wk		
Benefits and Taxes	460.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant		
Total Personnel Expenses	10,300.00			
Office Supplies	201.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Direct youth costs (rearning supplies, learning software, programs, games, food, etc.)	17,664.00	\$776 avg per student (23 students), includes: food service, meals, educational staff, programming, supplies, etc.		
Transportation	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)		
Field Trips	0.00	Per youth average cost or cost per trip and estimated number of youth participating		
Professional Fees/Enhancement partners	3,000.00	Any contracted services, including external enhancement partners- cost per contract or per hour/class		
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The indirect cost requests must be accompanied by agency's cost allocation plan.		
Total Non-personnel	20,865.00			
Afterschool sub-total	31,165.00			

Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1- 30, 2023 Per slot rate for summer to be calculated at \$6 an hour per slot. Maximum cost per youth for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.		
Salaries and Wages	6,800.00	(2) staff x 140 hours x 20.00/hr = \$5,600 / Prog Director: \$800 / Exec Director: \$600. Operating: 7 hrs/day, 5 days/week, Total: 4 weeks (2wks. July 2023 and 2wks. June 2024)		
Benefits and Taxes	450.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant		
Total Personnel Expenses	7,250.00			
Office Supplies	350.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		

Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	13,150.00	\$526 avg per student - 25 students, includes snacks, meals, food service, staff, programming, supplies, educational items, etc.		
Field Trips	1,250.00	Average \$50/student - 25 students		
Professional Fees/Enhancement partners	6,000.00	Any contracted services, including external enhancement partners- cost per contract or per hour/class		
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.		
Total Non-personnel	20,750.00			
Summer sub-total	28,000.00			
TOTAL	59,165.00			
RECIPIENT				
AUTHORIZED SIGNATURE:	<i>John Garrett</i>			
TITLE	<i>Executive Director</i>			
DATE	<i>5/30/2023</i>			

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
BETHLEHEM CENTERS OF NASHVILLE.**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Bethlehem Centers of Nashville**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with Bethlehem Centers of Nashville will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 16, 2023

1. SF **Supervision:** Recipient commits to maintaining a staff; youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. SF **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. SF **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) SF **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) SF **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) SF **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) SF **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) SF **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 16, 2023

9) SF **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) SF **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) SF **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) SF **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.

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- c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
- j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 13) SF **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) SF **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) SF **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) SF **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 16, 2023

with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.

- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;

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3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$96,520.00 (24 Slots for Afterschool, and 25 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year.

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First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

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- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all

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satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.13.1 Proof of Insurance

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During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

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PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
 - (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

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- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

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D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
[615-862-5800](tel:615-862-5800) ext. [73731](tel:615-862-5800)

Recipient

Steve E. Fleming **CEO**

Bethlehem Centers of Nashville
Address: 1417 Charlotte Avenue
Nashville, TN 37203
Phone : 615-329-3386 Ext. 230

D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

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complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.

- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

- | | |
|---|---|
| <u>Annex 1</u> – Metro Invoice Template | <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement |
| <u>Annex 2</u> – Expenditure Report Template | <u>Annex 6</u> – Performance Indicators |
| <u>Annex 3</u> – Budget | <u>Annex 7</u> – Enrollment form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke
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Interim Library Director

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Bethlehem Centers of Nashville

By: Steve E. Fleming
Name Steve Fleming
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public,
this 23rd day of May, 2023

Notary Public

Steve Fleming



My Commission Expires Nov. 3, 2025

My Commission expires Nov 3, 2025

NAZA-funded Program Sites for 2023-2024

Name of the Organization: Bethlehem Centers of Nashville

Days a Week of Afterschool Program: 4

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Bethlehem Centers of Nashville 1417 Charlotte Avenue Nashville, TN 37203	24	Yes
Total Number of Students	24	Yes

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Bethlehem Centers of Nashville 1417 Charlotte Avenue Nashville, TN 37203	25	8:00am – 4:30pm	25	25
Total Number of Students	25	8:00am- 4:30pm	25	25

Steve E. Fleming

5/18/23

Authorized Officer Signature

Date

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2024 Program**

ORGANIZATION NAME	Bethlehem Centers of Nashville	CONTRACT # (Office Use):			
PROGRAM NAME	NAZA Stars of Bethlehem	START DATE:	7/1/2023		
ADDRESS	1417 Charlotte Avenue	END DATE:	6/30/2024		
CITY, STATE & ZIP		CONTACT PERSON	Steve E. Fleming		
FEDERAL ID # (EIN)	Nashville, TN 37203	CONTACT TELEPHONE	(615) 500-3503		
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
After-School Programs		After-school program starts 09/05/2023 Per slot rate for afterschool is \$1,355			
Salaries and Wages	20,160.00	4 staff Members@ 15.00 hr x 4 days(Mon-Thursdays) a week x 28 weeks.		\$ 8,000.00	TN Dept Health
Benefits and Taxes	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant		\$ 800.00	TN Dept Health
Total Personnel Expenses	20,160.00			8,800.00	
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		1,250.00	FRC
Communications	540.00	4% of total cost to this grant.		1,505.00	FRC
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		470.00	FRC
Occupancy	3,537.50	4% of total cost to this grant		12,300.00	FRC
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		0.00	
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		0.00	
Travel/Conferences & Meetings	2,282.50	7% of total cost to this grant for fuel for transporting students to program site		3,500.00	UMW
Insurance	0.00	Unit cost or % of total cost charged to this grant		0.00	
Direct youth costs (earning supplies, learning software, programs, games, food, etc.)	3,600.00	150.00 per youth x 24 youth.		500.00	Maddox Fdtn
Transportation	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)		0.00	
Field Trips	2,400.00	100.00 per youth x 24 youth		1,700.00	TN Dept Health
partners	0.00	Any contracted services, including external enhancement partners- cost per		0.00	
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		0.00	
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.		0.00	
Total Non-personnel	12,360.00				

Afterschool sub-total	32,520.00			
Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1- 30, 2024 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.		
Salaries and Wages	19,200.00	4 staff members @\$15 per/hr at 8hs per dayx 8 weeks for 5 days(Mon-Fri) (4 weeks in July 2023/4 wks in June 24)	12,000.00	TN Dept Health
Benefits and Taxes	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant	0.00	
Total Personnel Expenses	19,200.00		12,000.00	
Office Supplies	2,150.00	3% total cost to this grant	0.00	
Communications	500.00	Estimated unit number and unit cost or % of total cost charged to this grant	150.00	FCP
Postage and Shipping	500.00	Postage for Mailouts to Summer Youth for July 2023 and Summer 2024 Summer	120.00	FRC
Occupancy	7,750.00	4% of total cost of this grant.	1,530.00	UMW
Equipment Rental and Maintenance	2,000.00	Program equipment for Youth activities for July 2023 and June 2024 Summer	500.00	UMW
Printing and Publications	2,000.00	Printing for Summer Program for July 2023 and June 2024 Summer Programming	250.00	UMW
Travel/Conferences & Meetings	6,400.00	10% of total cost to this grant for travel to field trip destinations and bus rentals for	1,000.00	MDHA
Insurance	1,700.00	2.5% total cost to this grant	0.00	
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	12,300.00	246.00 per youth x 25 youth for July 2023 and June 2024 (Summer Sessions)	2,000.00	TN Dept Health
Field Trips	7,500.00	\$150 per youth x 25 youth for July 2023 and June 2024 (Summer Sessions)	2,500.00	TN Dept Health
Professional Fees/Enhancement partners	2,000.00	3% total cost to this grant to support defraying expenses for enhancement partner activities	0.00	
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed	0.00	
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.	0.00	
Total Non-personnel	44,800.00			
Summer sub-total	64,000.00			
TOTAL	96,520.00			
RECIPIENT		Steve E. Fleming		
AUTHORIZED SIGNATURE:		<i>Steve E. Fleming</i>		
TITLE		CEO		
DATE	5/18/2023			

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 16, 2023

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

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Black Lemonade**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

*NAZA-funded summer program with **Black Lemonade** will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)*

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

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1. KB **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. KB **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. KB **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) KB **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) KB **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) KB **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) KB **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

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8) KB **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

9) KB **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) KB **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) KB **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) KB **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter

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- b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.
 - c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
 - d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.
 - e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
 - f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
 - g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
 - h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
 - i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
 - j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 13) VB **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) VB **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) VB **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) VB **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.

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- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;

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2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$279,325.00 (55 Slots for Afterschool, and 80 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

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Recipient can expect to receive three payments during the contracted year.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

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Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
 - D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
 - D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
 - D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
 - D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
 - D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work

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

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 16, 2023

D.13.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 16, 2023

PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 16, 2023

- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 16, 2023

- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Kaymi Butler **Founder and Executive Director**

Black Lemonade
Address: 100 Powell Place
Nashville, TN 37204
Phone : 615-249-8058

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 16, 2023

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

- | | |
|---|---|
| <u>Annex 1</u> – Metro Invoice Template | <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement |
| <u>Annex 2</u> – Expenditure Report Template | <u>Annex 6</u> – Performance Indicators |
| <u>Annex 3</u> – Budget | <u>Annex 7</u> – Enrollment form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Black Lemonade, Contract # _____ May 16, 2023**

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke
Interim Library Director

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Black Lemonade

By: Haymi Bitt

Name
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public,
this 1st day of June, 2023

Notary Public Katie Osborne



My Comm. Expires
9/8/2025

My Commission expires 09/08/2025 -

NAZA-funded Program Sites for 2023-2024

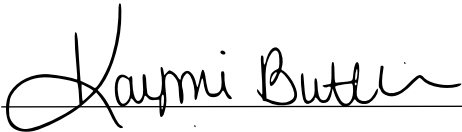
Name of the Organization _____ Black Lemonade _____

Days a Week of Afterschool Program: ____ 4

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Haynes 510 W Trinity Ln Nashville, TN 37207	25	Yes
Mckissack 315 98th Ave. Nashville, TN 37209	15	Yes
John Early OR Madison 1000 Cass St. Nashville, TN 37208 OR 300 W Old Hickory Blvd, Madison, TN 37115	15	Yes
Total Number of Students	55	

If applicable, provide Summer Programming information

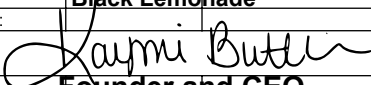
Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Black Lemonade St. James Missionary Baptist Church 600 28th ave N 37209	80	7:30am – 3:30pm	July 5th- July 28th	June 3rd- July 28th
Total Number of Students	80			



Authorized Officer Signature

5.26.2023

Date

Metropolitan		
Funds For FY 2024 Program		
ORGANIZATION NAME	Black Lemonade	CONTRACT # (Office Use):
PROGRAM NAME	Black Lemonade	START DATE:
ADDRESS	100 Powell Place	END DATE:
CITY, STATE & ZIP	ashville, TN 3720	CONTACT PERSON: Kaymi Butler
FEDERAL ID # (EIN)	86-2976641	CONTACT TELEPHONE
		(615) 249 - 8058
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS
After-School Programs		After-school program starts 09/05/2023 Per slot rate for afterschool is \$1,355
Salaries and Wages	53,730.00	4 site coordinators 2.5hrs a day at 19hr = 6,412 x 6 = 25,650 Program director = 4hrs a day at 22hr = 11,880 Executive Director = 4hrs a day at 30hr = 16,200
Benefits and Taxes	8,000.00	less than 100% tax for listed staff, Health benefits for 2 employees at 416/mo
Total Personnel Expenses	61,730.00	
Office Supplies		
Communications	500.00	Phone and communciation software to keep in touch with parents and students
Postage and Shipping		
Occupancy		
Equipment Rental and Maintenance		
Printing and Publications		
Travel/Conferences & Meetings		
Insurance	1,200.00	100% Insurance liability requirment
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	6,095.00	Youth tools and supplies: Journals, backpacks, snacks, program tshirts
Transportation		
Field Trips	5,000.00	African American Museum, Urban Air, Top Golf, Adventure Science Center
Professional Fees/Enhancement partners		
Other Non-Personnel		
Indirect Cost		Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.
	0.00	
Total Non-personnel	12,795.00	
Afterschool sub-total	74,525.00	
Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1- 30, 2024 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
Salaries and Wages	59,420.00	6 camp counselors x18hr =11,520 1 bi-lingual counselor x20hr =6,400 Program director x 22hr =7,040 Executive Director x 30hr x = 9,600 Marketing Specialist x 22hr = 24,860
Benefits and Taxes	12,000.00	taxes and health benefits for 3 employees
Total Personnel Expenses	71,420.00	
Office Supplies	10,000.00	100%; Desktop Computers, desk, program chromebook, tracking device software, metal storage cabinet
Communications	2,100.00	100%; Phone and communciation software to keep in touch with parents and students
Postage and Shipping	300.00	100%; postage and shipping for student outreach projects
Occupancy	25,000.00	100%; storage unit and camp location
Equipment Rental and Maintenance		
Printing and Publications	5,000.00	70%; marketing and program flyer distribution
Travel/Conferences & Meetings	6,000.00	70% behavior management training, Diversity, Equity and Inclusion Training, Disney Institute training, nonprofit management
Insurance	2,000.00	100%; Insurance liability requirment
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	45,000.00	100% learning software, Students books, snacks, backpacks/fanny packs, camp tshirts, journals,
Field Trips	25,000.00	100%; Adventure Tour, Urban Air, African American Museum, Top Golf, Field Day, Cookoff, Court House, News Station, Holiday World, Spa
Transportation	5,000.00	To and from field trips and company van note
Professional Fees/Enhancement partners	7,980.00	100%; SEL partner and financial literacy partner
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed
Indirect Cost		Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.
	0.00	
Total Non-personnel	133,380.00	
Summer sub-total	204,800.00	
TOTAL	279,325.00	
RECIPIENT	Black Lemonade	
AUTHORIZED SIGNATURE:		
TITLE	Founder and CEO	
DATE	6 / 7 / 2023	

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
CHURCH ON THE ROCK**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Church on the Rock**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

*NAZA-funded summer program with **Church on the Rock** will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)*

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 16, 2023

1. CR **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. CR **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. CR **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) CR **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) CR **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) CR **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) CR **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) CR **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 16, 2023

9) CR **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) CR **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) CR **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) CR **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.

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- c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
 - d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.
 - e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
 - f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
 - g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
 - h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
 - i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
 - j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 13) CR **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) CR **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) CR **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) CR **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance

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with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.

- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;

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3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$265,775.00 (45 Slots for Afterschool, and 80 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year.

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First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

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- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
 - D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
 - D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
 - D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
 - D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
 - D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all

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satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by **July 10th**. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.13.1 Proof of Insurance

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During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

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PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

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- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.
- The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

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- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
[615-862-5800](tel:615-862-5800) ext. [73731](tel:615-862-7373)

Recipient

Caleb Rogan
Church on the Rock
Address: 1304 Dickerson Pike
Goodlettsville, TN 37072
Phone # 615-243-7355

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 16, 2023

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.

- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

- | | |
|---|---|
| <u>Annex 1</u> – Metro Invoice Template | <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement |
| <u>Annex 2</u> – Expenditure Report Template | <u>Annex 6</u> – Performance Indicators |
| <u>Annex 3</u> – Budget | <u>Annex 7</u> – Enrollment form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terri Luke

EE16DF8F0F0048F

Interim Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Church on the Rock

By: *Caleb Rogan*

Name
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public, this 20 day of May, 2023

Notary Public *William Austin Taylor Briggman*



My Commission expires 09/03/2025

NAZA-funded Program Sites for 2023-2024

Name of the Organization _____ Church on the Rock _____

Days a Week of Afterschool Program: ____ 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Strive Collegiate Academy, 3055 Lebanon Pike 37213	30	No
Church on the Rock 1304 Dickerson Pike Goodlettsville, TN 37072	15	Yes
Total Number of Students	45	

If applicable, provide Summer Programming information


Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Strive Collegiate Academy, 3055 Lebanon Pike 37213	50	8:30am – 3:30pm	July 3rd-28th	June 3rd-28th
Church on the Rock 1304 Dickerson Pike Goodlettsville, TN 37072	30	8:30am – 3:30pm	July 3rd-28th	June 3rd-28th
Total Number of Students	80			



05/17/2023

Authorized Officer Signature

Date

Metropolitan					
Funds For FY 2023 Program					
ORGANIZATION NAME	Church on the Rock	CONTRACT # (Office Use):			
PROGRAM NAME	Rocklife Youth	START DATE:	July 2023		
ADDRESS	1304 Dickerson Pk	END DATE:	June 2024		
CITY, STATE & ZIP	Goodlettsville, TN 37072	CONTACT PERSON	Caleb Rogan		
FEDERAL ID # (EIN)	62-1763708	CONTACT TELEPHONE	(615) 243 - 7355		
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
After-School Programs	Number of Youth: 75	After-school program starts 09/06/2022 Per slot rate for afterschool is \$1,355			
Salaries and Wages	43,200.00	4 staff members for 180 day school year. Each staff hourly pay will be 30 per hour.			
Benefits and Taxes					
Total Personnel Expenses	43,200.00				
Office Supplies	1,000.00	Included costs include operation technology and equipment			
Communications	500.00	Costs include monthly payments for program's digital communication platforms			
Postage and Shipping	0.00				
Occupancy	0.00				
Equipment Rental and Maintenance	2,200.00	Costs include program equipment and storage			
Printing and Publications	0.00				
Travel/Conferences & Meetings	0.00				
Insurance	0.00				
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	10,475.00	This cost will include food, supplies for activities and games. Also included are family events			
Transportation	0.00				
Field Trips					
Professional Fees/Enhancement	3,600.00	This cost will include 24 enrichment partners during the school year (\$150 estimate per session)			
Other Non-Personnel					
Indirect Cost	0.00				
Total Non-personnel	17,775.00				
Afterschool sub-total	60,975.00				
Summer Programs	Number of Youth: 80	Summer program funded in this cycle is July 1-31,2022 and June 1- 30, 2023 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.			
Salaries and Wages	70,400.00	Includes Director Pay \$37/hr, assistant director pay \$33/hr, and 5 staff members pay \$30/hr			
Benefits and Taxes	6,200.00	includes fringe benefits for staff (meals for on site staff and travel reimbursement)			
Total Personnel Expenses	76,600.00				
Office Supplies	1,500.00	Estimated cost for office supplies			
Communications	400.00	Costs include monthly payments for program's digital communication platforms			
Postage and Shipping	150.00	Includes shipping cost for equipment			
Occupancy	3,000.00	Includes lease space and utilities			
Equipment Rental and Maintenance	11,500.00	Includes summer equipment for outdoors and programming. Also includes build out for youth space			
Printing and Publications	2,800.00	Includes marketing, branding, photography, and program content and graphics			
Travel/Conferences & Meetings	18,000.00	Includes youth transportation, bus leases, and travel costs			
Insurance	3,000.00	Includes liability insure for both summer months			
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	60,060.00	Costs include breakfast, lunch, snacks for 70 youth (\$3 per meal). Also includes supplies and software			
Field Trips	22,100.00	Cost includes 20 field trips for 75 youth			
Professional Fees/Enhancement partners	3,500.00	Includes enrichment partners budget for both summer months			
Other Non-Personnel	2,190.00	Includes janitorial duties and pay			
Indirect Cost					
Total Non-personnel	128,200.00				
Summer sub-total	204,800.00				
TOTAL	265,775.00				
RECIPIENT	Caleb Rogan				
AUTHORIZED SIGNATURE:					
TITLE	Executive Director				
DATE	5/17/2023				

Grant contract between the Metropolitan Government of Nashville and Davidson County and DYMON in the Rough, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
DYMON IN THE ROUGH**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **DYMON in the Rough**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

*NAZA-funded summer program with **DYMON in the Rough** will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)*

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

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1. *BBT* **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. *BBT* **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. *BBT* **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) *BBT* **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) *BBT* **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) _____ **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) *BBT* **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) *BBT* **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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9) *BBT* **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) *BBT* **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) *BBT* **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) *BBT* **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.

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- c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
 - d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.
 - e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
 - f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
 - g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
 - h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
 - i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
 - j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 13) BBB **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) ABC **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) BBB **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) BBB **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance

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with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.

- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;

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3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$97,300.00 (60 Slots for Afterschool, and 25 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year.

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First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

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- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all

Grant contract between the Metropolitan Government of Nashville and Davidson County and DYMON in the Rough, Contract # _____ May 16, 2023

satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.13.1 Proof of Insurance

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
DYMOM in the Rough, Contract # _____ May 16, 2023**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
DYMON in the Rough, Contract # _____ May 16, 2023**

PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

Grant contract between the Metropolitan Government of Nashville and Davidson County and DYMON in the Rough, Contract # _____ May 16, 2023

- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and DYMON in the Rough, Contract # _____ May 16, 2023

- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
 Nashville Public Library
 NAZA Communications Manager
 615 Church Street
 Nashville, TN 37219
 (615) 862-5894

For inquiries regarding invoices:
 Nashville Public Library
 NAZA Procurement Officer
 615 Church Street
 Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Brittany Tyler ***Chief Executive Officer***
DYMON in the Rough
Address: PO Box 330816
Nashville, TN 37203
Phone # 615-836-8897

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

Grant contract between the Metropolitan Government of Nashville and Davidson County and DYMON in the Rough, Contract # _____ May 16, 2023

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

Annex 1 – Metro Invoice Template

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 2 – Expenditure Report Template

Annex 6 – Performance Indicators

Annex 3 – Budget

Annex 7 – Enrollment form

Annex 4 – Minimum Standards for NAZA funding

Annex 8 – Program site/s

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
DYMON in the Rough, Contract # _____ May 16, 2023**

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terri Luke

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Interim Library Director

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: DYMON in the Rough

By: *Butt Payne*

Name
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public,
this 8 day of June, 2023

Notary Public

Gwendolyn Brady



My Comm. Expires
March 9, 2027

My Commission expires March 9, 2027

NAZA-funded Program Sites for 2023-2024


Name of the Organization DYMON in the Rough

Days a Week of Afterschool Program: 4

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Madison Middle 300 W Old Hickory Blvd, Madison, TN 37115	15	Yes
H. G. Hill Middle 150 Davidson Rd, Nashville, TN 37205	15	Yes
Robert Churchwell 1625 Dr DB Todd Jr Blvd, Nashville, TN 37208	15	Yes
Haynes Middle 510 W Trinity Ln, Nashville, TN 37207	15	Yes
Total Number of Students	60	

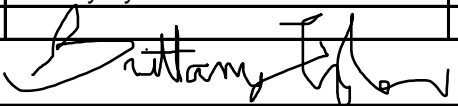
If applicable, provide **Summer Programming information**

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
F.H. Jenkins Prep 814 Youngs Ln, Nashville, TN 37207	25	9:00am – 2:00pm	n/a	June 1- June 30
Total Number of Students	25			


 Authorized Officer Signature

5/26/23
 Date

Metropolitan					
Funds For FY 2024 Program					
ORGANIZATION NAME	DYMON in the Rough	CONTRACT # (Office Use):			
PROGRAM NAME	DYMON	START DATE:	1-Jul-23		
ADDRESS	PO Box 330816	END DATE:	30-Jun-23		
CITY, STATE & ZIP	Nashville, TN 37203	CONTACT PERSON	Brittany Tyler		
FEDERAL ID # (EIN)	46-1319844	CONTACT TELEPHONE	(615) 578-9944		
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
After-School Programs		After-school program starts 09/05/2023 Per slot rate for afterschool is \$1,355			
Salaries and Wages	39,132.00	4 youth engagement specialists x 9 hours/wk x \$17/hr x 29 wks (\$17,748/ only 12,357 is charged to this grant) + Program Director 25% of salary (\$13,750) + CEO 15% of salary (\$9,750) + Accountant \$100/mo x 10 mo (\$1,000) + Operations Manager 5% of salary (\$2,275).		55,420.00	21st CCLC
Benefits and Taxes	8,468.00	3 salary staff's health, vision, dental, 401k, and workers comp are charged to this grant			21st CCLC
Total Personnel Expenses	47,600.00				
Office Supplies	1,500.00	50 % of total cost charged to this grant		1500	Maddox & SBGWC
Communications	1,350.00	\$150 x 9 months		432	21st CCLC
Postage and Shipping	500.00	50 % of total cost charged to this grant		500	Maddox & SBGWC
Occupancy	0.00				
Equipment Rental and Maintenance	400.00	50 % of total cost charged to this grant		400	21st CCLC
Printing and Publications	500.00	25 % of total cost charged to this grant		1500	Maddox & SBGWC
Travel/Conferences & Meetings	2,000.00	50% of total cost charged to grant for milage, parking and other travel costs for meetings and pro		2,000	Maddox & SBGWC
Insurance	1,250.00	50 % of total cost charged to this grant		1,250	21st CCLC
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	6,000.00	\$100 x 60 youth charged to grant		\$3,000	21st CCLC
Transportation	3,200.00	summer- \$200 x 16 days			
Field Trips	3,000.00	\$50 x60 youth		2,000	21st CCLC
Professional Fees/Enhancement partners	4,000.00	\$1,000 x 4 sites		2,000	21st CCLC
Other Non-Personnel	10,000.00	Human Resources, Payroll, etc. \$600 x 12months charged to grant		7,100	21st CCLC
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.			
Total Non-personnel	33,700.00				
Afterschool sub-total	81,300.00				

Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1- 30, 2024 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.		
Salaries and Wages	10,300.00	Director of Programs- 20% of salary (\$10,000) with \$3,000 charged to this grant, CEO 5% of salary (\$3,250) with \$1,500 being charged to this grant, Site Coordinator \$20/hour for 25 hours/wk for 4 wks (\$2,000) 100% charged to grant, 1 Restorative Practice Worker \$20/hour for 25 hours/wk for 4 wks (\$2,000) 100% charged to grant, and 1 Youth Engagement Specialist \$18/hour x 25 hours/wk for 4 weeks (\$1,800) 100% charged to grant	13,750	Maddox & SBGWC
Benefits and Taxes	0.00		550	Maddox & SBGWC
Total Personnel Expenses	10,300.00			
Office Supplies	0.00			
Communications	96.00	\$96 x1 month for phone bill		
Postage and Shipping	0.00			
Occupancy	800.00	\$200 x 4 weeks	700	Maddox & SBGWC
Equipment Rental and Maintenance	0.00			
Printing and Publications	0.00			
Travel/Conferences & Meetings	0.00			
Insurance	200.00	10% of total cost for the year		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	3,354.00	\$134.16 x 25 youth		
Field Trips	1,250.00	\$50 x 25 youth	1,000	Maddox & SBGWC
Professional Fees/Enhancement partners	0.00		2,000	Maddox & SBGWC
Other Non-Personnel	0.00			
Indirect Cost	0.00			
Total Non-personnel	5,700.00			
Summer sub-total	16,000.00			
TOTAL	97,300.00			
RECIPIENT	Brittany Tyler			
AUTHORIZED SIGNATURE:				
TITLE	Chief Executive Officer			
DATE	5/26/2023			

Grant contract between the Metropolitan Government of Nashville and Davidson County and East Nashville Hope Exchange, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
EAST NASHVILLE HOPE EXCHANGE**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **East Nashville Hope Exchange**, ("Recipient"), is for the provision of free and high-quality summer programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded summer programs will align with the Metro Schools calendar and be available to youth Monday through Friday during the summer break (July 1-31, 2023 and June 1-30, 2024). Programs should run at least for 4 weeks at a minimum of 4 hours per day. *NAZA-funded programs may choose to offer longer programs.*

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, preferably in line with Nashville's Vision for Holistic Youth Development.
- A component of career exploration. Programs are strongly encouraged to focus on career exploration component during summer programs, either through existing partnerships through NAZA or outside of that.
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, field trips and other age appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- NAZA funds should not in any shape or form be related to any religious content or affiliation. NAZA-funded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.

Grant contract between the Metropolitan Government of Nashville and Davidson County and East Nashville Hope Exchange, Contract # _____ May 16, 2023

- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any form of violent video games during NAZA-funded time.

Recipient must ask parents and youth to commit to attend regularly on an on-going basis for summer program sessions. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

1) YMW **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2) YMW **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

4) YMW **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Attendance must be accurately updated in the Salesforce weekly so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) YMW **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) YMW **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the summer context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, outdoor activity coaches, or career exploration/job shadowing and life skills experts.

7) YMW **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

8) YMW **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

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9) **TNW** Partner Meetings: Key staff and program directors from each NAZA-funded program site are required to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

Partners will be required to administer a youth survey at the end of the 4-week programming period.

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Maintain accurate summer youth enrollment forms and ensure all youth forms are signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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In summary, the Recipient will commit to the following:

1. Delivering quality summer programming in locations identified in Annex 8;
2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
3. Serving at least 90 percent of the number of youth the Agency projected to serve for July 2023 and June 2024, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.

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

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

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be July 1, 2023 and ending on June 30, 2024. All expenses under this grant must have been completed by June 30th, 2024.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$16,800.00 (10 Slots for Summer)** The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.

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C.3 Payment Methodology. All Recipients will only be compensated for actual costs based upon the Grant Spending Plan and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive two payments during the contracted year.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 50% of the total awarded amount will be processed based on the actual expenditures and enrollment of the programs reported in the June report. The invoice must be submitted between June 23rd and June 30th. Summer report (narrative and financial must be submitted by July 15th, 2023). This final payment will equal the total actual spending for the summer contract and cannot exceed the approved awarded amount. No invoice for June 2024 will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report.

All recipients must submit expenditure report to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. Those who program in the month of June, must submit their final report by July 15th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All summer recipients must submit programmatic report to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 15th. Those who program in the month of June, must submit their final report by July 10th, 2024

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

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- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed (see budget guidance for the list of unallowable costs).
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.

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- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.8. **Reporting.** The Recipient must submit an Summer Program Report, to be received by no later than February 17, 2024, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.9. **Monitoring.** The Recipient's activities conducted, and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.10.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

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D.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.10.7

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

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

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

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Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

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

D.13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.14. **Indemnification and Hold Harmless.**

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

(c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Recipient's duties under this section will survive the termination or expiration of the grant.

D.15. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.16. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.

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- D.17. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.18. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.20. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

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D.23. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894 phone

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Nikki Walker ***Executive Director***
East Nashville Hope Exchange
Address: 419 Woodland Street
Nashville, TN 37206
Phone # 615-608-2450

D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. **Certification Regarding Debarment and Convictions.**

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;

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- ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).
- D.26. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

- Annex 1 – Metro Invoice Template
- Annex 2 – Expenditure Report Template
- Annex 3 – Budget
- Annex 4 – Minimum Standards for NAZA funding
- Annex 7 – Enrollment form

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terri Luke

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Interim Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY:

NASHVILLE PUBLIC LIBRARY

Interim Director

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

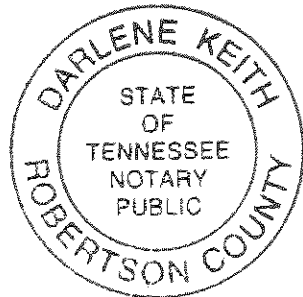
RECIPIENT: East Nashville Hope Exchange

By: *[Signature]*

Name
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public, this 25
day of May, 2023

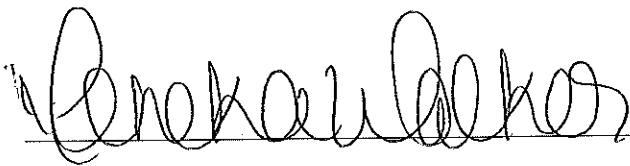
Notary Public
[Signature]



My Commission expires 12.25.29

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Episcopal School of Nashville 1310 Ordway Place Nashville, TN 37206	10	8:00am – 3:00pm	July 1-July 14	June 3- June 28
Total Number of Students	10			



5/11/23

Authorized Officer Signature

Date

Government of		Funds For FY 2024 Program			
ORGANIZATION NAME	East Nashville Hope Exchange	CONTRACT # (Office Use):			
PROGRAM NAME		START DATE:	1-Jul-23		
ADDRESS	419 Woodland Street	END DATE:	June 30, 2024		
CITY, STATE & ZIP	Nashville, TN 37208	CONTACT PERSON:	Nikki Walker		
FEDERAL ID # (EIN)		CONTACT TELEPHONE: (615) 264-3634	(615) 264-3534		
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
After-School Programs		After-school program starts 09/06/2023 Per slot rate for afterschool is \$1,355			
Salaries and Wages	0.00	Number of staff x Number of hours and hourly rate charged to this grant or percentage of salary for each charged to this grant			
Benefits and Taxes	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant			
Total Personnel Expenses	0.00				
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number			
Insurance	0.00	Unit cost or % of total cost charged to this grant			
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	0.00	Per youth average cost or cost per purchase type			
Transportation	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)			
Field Trips	0.00	Per youth average cost or cost per trip and estimated number of youth participating			
Partners	0.00	Any contracted services, including external enhancement partners- cost per contract or per			
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed			
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The indirect cost requests must be accompanied by agency's cost allocation plan.			
Total Non-personnel	0.00				
Afterschool sub-total	0.00				
Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1- 30, 2024 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.			
Salaries and Wages	11,500.00	Number of staff x Number of hours and hourly rate charged to this grant or percentage of salary for each charged to this grant		12000 (Funding is for 2023 only and is split between 6 grades)	Margaret Maddox
Benefits and Taxes	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant			
Total Personnel Expenses	11,500.00				
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number			
Insurance	0.00	Unit cost or % of total cost charged to this grant			
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	2,600.00	Per youth average cost or cost per purchase type		10,000 (Funding is for 2023 only and is split between 6 grades)	Memorial Foundation
Field Trips	1,500.00	Per youth average cost or cost per trip and estimated number of youth participating		5,000 (Funding is for 2023 only and is split between 6 grades)	Joe C. Davis Foundation
Professional Fees/Enhancement partners	1,200.00	Any contracted services, including external enhancement partners- cost per contract or per hour/class		4,000 (Funding is for 2023 only and is split between 6 grades)	Dandridge Trust
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed			
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The indirect cost requests must be accompanied by agency's cost allocation plan.			
Total Non-personnel	6,300.00				
Summer sub-total	16,800.00				
TOTAL	16,800.00				
RECIPIENT		Nikki Walker/ East Nashville Hope Exchange			
AUTHORIZED SIGNATURE:					
TITLE	Executive Director				
DATE	3/31/2023				

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
EDGEHILL NEIGHBORHOOD PARTNERSHIP**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library (“Metro”) on behalf of Nashville After Zone Alliance (NAZA), and **Edgehill Neighborhood Partnership**, (“Recipient”), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient’s annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

*NAZA-funded summer program with **Edgehill Neighborhood Partnership** will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)*

NAZA-funded activities should support youths’ physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner’s expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgemoor Neighborhood Partnership, Contract # _____ May 16, 2023

1. AP **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. AP **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. AP **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) AP **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) AP **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) AP **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) AP **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) AP **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 16, 2023

9) AP **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) AP **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) AP **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) AP **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.

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- c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
 - d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.
 - e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
 - f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
 - g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
 - h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
 - i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
 - j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 13) AP **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) AP **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) AP **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) AP **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance

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with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.

- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;

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3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$127,205.00 (15 Slots for Afterschool, and 80 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year.

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First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

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- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
 - D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
 - D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
 - D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
 - D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
 - D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 16, 2023

satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.13.1 Proof of Insurance

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 16, 2023

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 16, 2023

PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
 - (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 16, 2023

- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.
- The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 16, 2023

- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
 Nashville Public Library
 NAZA Communications Manager
 615 Church Street
 Nashville, TN 37219
 (615) 862-5894

For inquiries regarding invoices:
 Nashville Public Library
 NAZA Procurement Officer
 615 Church Street
 Nashville, TN 37219
[615-862-5800](tel:615-862-5800) ext. [73731](tel:73731)

Recipient

Allison Plattsmier ***Executive Director***

Edgehill Neighborhood Partnership
Address: 1360 Murfreesboro Pike
Nashville, TN 37217
Phone # 615-533-3986

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 16, 2023

Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

- | | |
|---|---|
| <u>Annex 1</u> – Metro Invoice Template | <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement |
| <u>Annex 2</u> – Expenditure Report Template | <u>Annex 6</u> – Performance Indicators |
| <u>Annex 3</u> – Budget | <u>Annex 7</u> – Enrollment form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Edgehill Neighborhood Partnership, Contract # _____ May 16, 2023**

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terri Luke

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Interim Library Director

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

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Edgehill Neighborhood Partnership

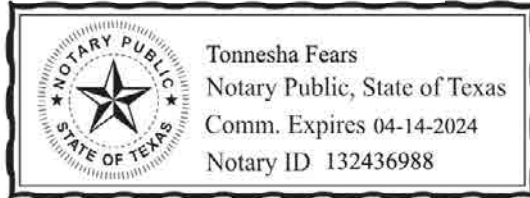
By: *Allison Plattsmier*

Name ALLISON PLATTSMIER
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public,
this 26 day of May, 2023

Notary Public


Tonnesha Fears



Notarized Online with NotaryLive.com

My Commission expires 04/14/2024

This document is signed by

	Signatory	CN=tonnesha fears, DNQ=A01410C000001838A27EAB3000973A9, O=Texas, C=US
	Date/Time	Fri May 26 22:41:53 UTC 2023
	Issuer-Certificate	CN=IGC CA 1, OU=IdenTrust Global Common, O=IdenTrust, C=US
	Serial-No.	85078451968591391554607012723271906228
	Method	urn:adobe.com:Adobe.PPKLite:adbe.pkcs7.sh1 (Adobe Signature)

NAZA-funded Program Sites for 2023-2024

Name of the Organization: Edgehill Neighborhood Partnership

Days a Week of Afterschool Program: 4

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community-based sites will only receive transportation from schools to program location</i>
LEAD Southeast 531 Metroplex Dr. Nashville, TN 37211	15	Yes
Total Number of Students	15	

If applicable, provide **Summer Programming information**

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Ensworth Lower School 7401 Hwy 100 Nashville, TN 37221	80	8:00-4:00 PM	July 1- July 28, 2023	June 3-June 28th
Total Number of Students	80			

Allison Plattsmier

05/26/23

Authorized Officer Signature

Date

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA

Funds For FY 2024 Program

ORGANIZATION NAME	Edgehill Neighborhood Partnership	CONTRACT # (Office Use):		
PROGRAM NAME	The Spot/Career Exploration Program	START DATE:	07/01/2023	
ADDRESS	1360 Murfreesboro Pike	END DATE:	06/30/2024	
CITY, STATE & ZIP	Nashville, TN 37217	CONTACT PERSON:	Allison Quintanilla Plattsmier	
FEDERAL ID # (EIN)	90-0381834	CONTACT TELEPHONE	615-533-3986	

COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS	OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
After-School Programs		After-school program starts 09/05/2023 Per slot rate for afterschool is \$1,355	The remainder of this program will be supported by our approximately \$52,000 in individual donors	
Salaries and Wages	16,010.00	Program Director: \$28/hr, 15 hrs/week, 28 weeks= \$11,760, Executive Director- \$85,000 x 5%= \$4,250		
Benefits and Taxes	4,315.00	Contribution towards Taxes: \$1,812, Benefits: \$5,400		
Total Personnel Expenses	20,325.00			
Office Supplies	0.00			
Communications	0.00			
Postage and Shipping	0.00			
Occupancy	0.00			
Equipment Rental and Maintenance	0.00			
Printing and Publications	0.00			
Travel/Conferences & Meetings	0.00			
Insurance	0.00			
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)				
Transportation	0.00			
Field Trips	0.00			
Professional Fees/Enhancement partners	0.00			
Other Non-Personnel	0.00			
Indirect Cost	0.00			
Total Non-personnel	0.00			
Afterschool sub-total	20,325.00			

Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1- 30, 2024 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.		
Salaries and Wages	51,110.00	Program Director: \$28/hr x 20 hours x 8 weeks= \$4,480, Executive Director = \$85,000 x 15%= \$12,750, Sports Track Coordinator: \$7,000 per month x 2= \$14,000, Community Relations Director: \$2,000/month x 2 months= \$4,000, Director of Operations: \$3,000/month x 2 months= \$6,000, ETA Site Director: \$3,000/month x 2 months = \$6,000, ETA Counselor #1: \$900/month x 2 months= \$1,800, ETA Counselor #2: \$1,040/month x 2 months= \$2,080	\$20,000	MDHA
Benefits and Taxes	3,872.00	Taxes= \$1,572, Benefits= \$2,300	\$10,000	Metro Action
Total Personnel Expenses	54,982.00		\$800	Herb Society
Office Supplies	0.00			
Communications				
Postage and Shipping				
Occupancy	3,200.00	1,600/month for Arlington United Methodist Church		
Equipment Rental and Maintenance	2,000.00	Sports equipment rental, average \$25/student		
Printing and Publications	1,500.00	Graphic design and marketing materials		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	1,198.00			
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	3,000.00	Food for youth		
Field Trips				
Professional Fees/Enhancement partners	40,000.00	Enhancement partner contracts		
Other Non-Personnel	1,000.00	T-Shirts		
Indirect Cost	0.00	indirect cost of up to 20% of their total budget. The Indirect cost requests must be		
Total Non-personnel	51,898.00			
Summer sub-total	106,880.00			
TOTAL	127,205.00			

RECIPIENT	Edgehill Neighborhood Partnership
AUTHORIZED SIGNATURE:	<i>Allison Q. Plattamier</i>
TITLE	Executive Director
DATE	5/26/23

Grant contract between the Metropolitan Government of Nashville and Davidson County and Global Outreach Developments International, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
GLOBAL OUTREACH DEVELOPMENTS INTERNATIONAL**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Global Outreach Developments International**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

*NAZA-funded summer program with **Global Outreach Developments International** will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)*

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

Grant contract between the Metropolitan Government of Nashville and Davidson County and
Global Outreach Developments International, Contract # _____ May 16, 2023

1) RS **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2) RS **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3) RS **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) RS **Attendance:** Recipient commits to maintain daily attendance; updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) RS **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) RS **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) RS **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

Grant contract between the Metropolitan Government of Nashville and Davidson County and
Global Outreach Developments International, Contract # _____ May 16, 2023

8) RS **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc

9) RS **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions; staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons

10) RS **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) RS **Professional Development**

For each Recipient, the program director and frontline staff working with youth must attend or complete **the NAZA Essential Operations training and Introduction to Positive Youth Development training**. Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training**. YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) RS **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.

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- b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.
- c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
- j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

13) RS **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.

14) RS **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.

14) RS **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

14) RS **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.

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- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (see Annex 6).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;

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2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month.
3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as Annex 3. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$164,300.00 (100 Slots for Afterschool, and 30 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

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Recipient can expect to receive three payments during the contracted year.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St.
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

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Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination—Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work

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

- D.6: **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7: **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8: **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9: **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10: **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11: **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12: **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13: **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

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D.13.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

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PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

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- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.
- The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

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- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Stefanie Nsubuga ***Program Administrator***
Global Outreach Developments International
Address: 401 Center St.
Old Hickory, TN 37138
Phone # 615-594-9844

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

Grant contract between the Metropolitan Government of Nashville and Davidson County and Global Outreach Developments International, Contract # _____ May 16, 2023

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27 Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program,
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.

- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

- | | |
|---|---|
| <u>Annex 1</u> – Metro Invoice Template | <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement |
| <u>Annex 2</u> – Expenditure Report Template | <u>Annex 6</u> – Performance Indicators |
| <u>Annex 3</u> – Budget | <u>Annex 7</u> – Enrollment form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

Grant contract between the Metropolitan Government of Nashville and Davidson County and
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NASHVILLE PUBLIC LIBRARY

Digitized by:
Tim Luke
LEADER@NPLSDIR
Interim Library Director

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Global Outreach Developments
International

By: [Signature]
Name
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public,
this 29 day of May 2023

Notary Public

[Signature]



My Commission expires 07/06/26 -

NAZA-funded Program Sites for 2023-2024

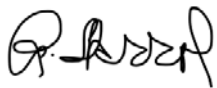
Name of the Organization _____ Global Outreach Developments International _____

Days a Week of Afterschool Program: _____ 4

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
DuPont Hadley Middle Prep 1901 Old Hickory, TN 37138	25	Yes
DuPont Tyler Middle Prep 431 Tyler Drive, Hermitage, TN 37076	25	Yes
LEAD Neely's Bend Middle 1251 Neely's Bend rd., Madison, TN 37115	20	Yes
Donelson Middle School 110 Stewarts Ferry Pike, Nashville TN 37214	30	Yes
Total Number of Students	100	

If applicable, provide **Summer Programming information**

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Global Outreach Developments International 401 Center St., Old Hickory, TN 37138	30	9:00AM-3:00PM	July 10-July 21, 2023	June 17-28, 2024
Total Number of Students	30			



5/19/2023

Authorized Officer Signature

Date

GLOBAL OUTREACH DEVELOPMENTS INTERNATIONAL

COST ALLOCATION PLAN

Purpose

The purpose of this cost allocation plan is to summarize, in writing, the methods and procedures that Global Outreach Development International will use to allocate costs to various programs, grants, contracts, and agreements.

OMB Circular A-122, "Cost Principles for Non-Profit Organizations," establishes the principles for determining costs of grants, contracts and other agreements with the Federal Government. Global Outreach Developments' Cost Allocation Plan is based on the Direct Allocation method described in OMB Circular A-122. The Direct Allocation Method treats all costs as direct costs except general administration and general expenses.

Direct costs are those that can be identified specifically with a particular final cost objective. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Only costs that are allowable, in accordance with the cost principles, will be allocated to benefiting programs by Global Outreach Developments International.

General Approach

The general approach of Global Outreach Developments International in allocating costs to particular grants and contracts is as follows:

- All allowable direct costs are charged directly to programs, grants, activity, etc.
- Allowable direct costs that can be identified to more than one program are prorated individually as direct costs using a base most appropriate to the particular cost being prorated.
- All other allowable general and administrative costs (costs that benefit all programs and cannot be identified to a specific program) are allocated to programs, grants, etc. using a base that results in an equitable distribution.

ALLOCATION OF COSTS

The following information summarizes the procedures that will be used by Global Outreach Developments International beginning *January/01/2022*:

- **Compensation for Personal Services** - Documented with timesheets showing time distribution for all employees and allocated based on time spent on each program or grant. Salaries and wages are charged directly to the program for which work has been done. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's salaries to the total of such salaries (see Example 1). Costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries (see example 2).
 1. Fringe benefits (FICA, UC, and Worker's Compensation) are allocated in the same manner as salaries and wages. Health insurance, dental insurance, life & disability and other fringe benefits are also allocated in the same manner as salaries and wages.
 2. Vacation, holiday, and sick pay are allocated in the same manner as salaries and wages.
- **Travel Costs** - Allocated based on purpose of travel. All travel costs (local and out- of-town) are charged directly to the program for which the travel was incurred. Travel costs that benefit more than one program will be allocated to those programs based on the ratio of each program's expenses to the total of such expenses (see Example 3). Travel costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses (see Example 4).
- **Professional Services Costs** (such as consultants, accounting and auditing services) - Allocated to the program benefiting from the service. All professional service costs are charged directly to the program for which the service was incurred. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's expenses to the total of such expenses (see Example 3). Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses (see Example 4).
- **Office Expense and Supplies** (including office supplies and postage) - Allocated based on usage. Expenses used for a specific program will be charged directly to that program. Postage expenses are charged directly to programs to the extent

possible. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's expenses to the total of such expenses (see Example 3). Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses (see Example 4).

- **Equipment** - Global Outreach Developments International depreciates equipment when the initial acquisition cost exceeds \$2,500. Items below \$2,500 are reflected in the supplies category and expensed in the current year. Unless allowed by the awarding agency, equipment purchases are recovered through depreciation. Depreciation costs for allowable equipment used solely by one program are charged directly to the program using the equipment. If more than one program uses the equipment, then an allocation of the depreciation costs will be based on the ratio of each program's expenses to the total of such expenses (see example 3). Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses (see example 4).
- **Printing** (including supplies, maintenance and repair) - Expenses are charged directly to programs that benefit from the service. Expenses that benefit more than one program are allocated based on the ratio of the costs to total expenses. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's expenses to the total of such expenses (see example 3). Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses (see example 4).
- **Insurance** - Insurance needed for a particular program is charged directly to the program requiring the coverage. Other insurance coverage that benefits all programs is allocated based on the ratio of each program's expenses to total expenses (see example 4).
- **Telephone/Communications** - Long distance and local calls are charged to programs if readily identifiable. Other telephone or communications expenses that benefit more than one program will be allocated to those programs based on the ratio of each program's expenses to the total of such expenses (see example 3). Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses (see example 4).
- **Facilities Expenses** - Allocated based upon usable square footage. The ratio of total square footage used by all personnel to total square footage is calculated. Facilities costs related to general and administrative activities are allocated to the program based on the ratio of program square footage to total square footage (see example 5).

- **Training/Conferences/Seminars** – Allocated to the program benefiting from the training, conferences, or seminars. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program’s expenses to the total of such expenses (see Example 3). Costs that benefit all programs will be allocated based on the ratio of each program’s expenses to total expenses (see Example 4).
- **Other Costs** (including dues, licenses, fees, etc.) - Allocated to the program benefiting from the dues, licenses, fees, etc... Costs that benefit more than one program will be allocated to those programs based on the ratio of each program’s expenses to the total of such expenses (see Example 3). Costs that benefit all programs will be allocated based on the ratio of each program’s expenses to total expenses (see Example 4).
- **Unallowable Costs** – Costs that are unallowable in accordance with OMB Circular A-122, including alcoholic beverages, bad debts, advertising (other than help-wanted ads), contributions, entertainment, fines, and penalties. Lobbying and fundraising costs are unallowable, however, are treated as direct costs and allocated their share of general and administrative expenses.

Examples of Allocation Methodology

Example 1

Expense Amount = \$5,000

Costs that benefit two or more specific programs, but not all programs, are allocated to those programs based on the ratio of each program's personnel costs (salaries & applicable benefits) to the total of such personnel costs, as follows:

Grant	Personnel Costs	%	Amount Allocated
A	\$20,000	20%	\$1,000
B	\$30,000	30%	\$1,500
C	\$50,000	50%	\$2,500
TOTAL	\$100,000	100%	\$5,000

Example 2

Expense Amount: \$100,000

Costs that benefit **all** programs are allocated based on a ratio of each program's personnel costs (salaries & applicable benefits) to total personnel costs as follows:

Grant	Personnel Costs	%	Amount Allocated
A	\$10,000	7%	\$700
B	\$20,000	13%	\$1,300
C	\$30,000	20%	\$2,000
D	\$40,000	27%	\$2,700
E	\$50,000	33%	\$3,300
TOTAL	\$150,000	100%	\$10,000

Example 3

Expense Amount: \$4,000

Costs that benefit two or more specific programs, but not all programs, are allocated to those programs based on the ratio of each program's expenses (direct costs other than salaries & benefits) to the total of such expenses, as follows:

Grant	Program Expenses	%	Amount Allocated
A	\$120,000	30%	\$1,200
B	\$130,000	33%	\$1,320
C	\$150,000	37%	\$1,480
TOTAL	\$400,000	100%	\$4,000

Example 4

Expense Amount = \$8,000

Costs that benefit **all** programs will be allocated based on a ratio of each program's salaries to total salaries as follows:

Grant	Personnel Costs	%	Amount Allocated
A	\$110,000	17%	\$1,360
B	\$120,000	18%	\$1,440
C	\$130,000	20%	\$1,600
D	\$140,000	22%	\$1,760
E	\$150,000	23%	\$1,840
TOTAL	\$650,000	100%	\$8,000

Facilities Expense

Facilities costs are allocated based on square footage. Square footage for each program and general and administrative activity is considered in the analysis. General and administrative facilities costs are further allocated to each program based on the square footage of each grant program to the total square footage of all grant programs.


The calculation is as follows:

Amount = \$10,000

Grant	Sq. Footage	%	Amount Allocated	G&A Allocated	Total Allocated
A	300	30	\$3,000	\$340	\$3,440
B	100	10	\$1,000	\$110	\$1,110
C	200	20	\$2,000	\$220	\$2,220
D	200	20	\$2,000	\$220	\$2,220
E	100	10	\$1,000	\$110	\$1,110
G&A	100	10	\$1,000	0	0
Total	1.000	100	\$10,000	\$1,000	\$10,000

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2024 Program**

ORGANIZATION NAME	Global Outreach Developments International	CONTRACT # (Office Use):			
PROGRAM NAME	CASE After-School Program	START DATE:	July 1,2023		
ADDRESS	401 Center St.	END DATE:	June 30,2024		
CITY, STATE & ZIP	Old Hickory, TN 37138	CONTACT PERSON	Rosemary Sherrod		
FEDERAL ID # (EIN)	20-0238931	CONTACT TELEPHONE	(865) _385_ - _0703		
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS			OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA
After-School Programs		After-school program starts 09/05/2023 Per slot rate for afterschool is \$1,355			
Salaries and Wages	105,198.00	Program Director 20 hours x 43 weeks x \$15.50= \$13,330 , Program Admin 30 hours x 39 weeks x \$17= \$19890, Admin Assistant 20 hours x 43 weeks x \$15.50 = \$13,330 , Curriculum Developer 2 hours x 20 weeks x \$15= \$600, Communications Coordinator 7hrs x 34 weeks x \$16=\$3808, 4 Site Coordinators 16 hours x 30 weeks x \$17 x 4= \$32640, 4 Lead Tutor 12			
Benefits and Taxes	8,047.65	7.65%			
Total Personnel Expenses	113,245.65				
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number			
Insurance	0.00	Unit cost or % of total cost charged to this grant			
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	7,000.00	\$70/youth			
Transportation	0.00				
Field Trips	1,200.00	2 field trips for 40-50 youth			
Professional Fees/Enhancement partners	1,700.00	16 enhancements partners averaging \$75 each and \$500 for professional photographer and videographer			
Other Non-Personnel	2,000.00	CPR, Background checks, in-house training, volunteer, staff, and partnership appreciation (MNPS Schools)			
Indirect Cost	10,354.35	Cost allocation plan submitted. Please note, form does not incorporate a function to calculate this line item in sub-total			
Total Non-personnel	22,254.35				
Afterschool sub-total	135,500.00				

Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1- 30, 2024 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.		
Salaries and Wages	17,890.00	Program Director \$20/hr 35hrs/week 5.5weeks = \$3850.00, Program Admin \$17/hr/week x 30hrs x 12 weeks = \$6,120, Program Facilitator \$20/hr x 32 hours a week x 5.5 weeks = \$3520, and Camp Counselor/Tutor \$20/hr x 40hours/week x 5.5 weeks = \$4400		
Benefits and Taxes	1,368.59	7.65%		
Total Personnel Expenses	19,258.59			
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	1,000.00	\$250 per week		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	1,500.00	\$50 per youth		
Field Trips	1,000.00	2 field trips		
Professional Fees/Enhancement partners	1,000.00	5 enhancements at \$100/each and photography and videography for \$500		
Other Non-Personnel	500.00	background checks, CPR, cleaning,sanitation, staff appreciation		
Indirect Cost	4,541.41	Cost allocation plan submitted. Please note, form does not incorporate a function to calculate this line item in sub-total		
Total Non-personnel	9,541.41			
Summer sub-total	28,800.00			
TOTAL	164,300.00			
RECIPIENT	Global Outreach Developments International			
AUTHORIZED SIGNATURE:	Rosemary Sherrod			
TITLE	Director of Community Services			
DATE	5 /19 /2023			

Grant contract between the Metropolitan Government of Nashville and Davidson County and Humble Beginnings, Contract # _____ May 16, 2023

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

HUMBLE BEGINNINGS

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Humble Beginnings**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

*NAZA-funded summer program with **Humble Beginnings** will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)*

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Humble Beginnings, Contract # _____ May 16, 2023

1. MLC **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. MLC **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. MLC **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) MLC **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) MLC **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) MLC **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) MLC **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

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8) MLB **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

9) MLB **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions; staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) MLB **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) MLB **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) MLB **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.

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- b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.
 - c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
 - d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.
 - e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
 - f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
 - g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
 - h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
 - i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
 - j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 13) MLK **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) MLK **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) MLK **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) MLK **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.

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- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;

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2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$43,900.00 (20 Slots for Afterschool, and 15 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year.

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First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

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- Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.
- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work

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- associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

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D.13.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

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PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

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- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.
- The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

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- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Mychal Greenwood
Humble Beginnings
Address: PO Box 140725
Nashville, TN 37214
Phone # (615) 569-3084

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

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complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

Annex 1 – Metro Invoice Template

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 2 – Expenditure Report Template

Annex 6 – Performance Indicators

Annex 3 – Budget

Annex 7 – Enrollment form

Annex 4 – Minimum Standards for NAZA funding

Annex 8 – Program site/s

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Terril Luke

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Interim Library Director

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Humble Beginnings

By: *[Signature]*

Name
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public,
this 30th day of May, 2023

Notary Public *Kamara Beal*



My Commission expires 4/19/2025

NAZA-funded Program Sites for 2023-202

Name of the Organization Humble Beginnings

Days a Week of Afterschool Program: 4

Name and address of the program site/s. Please share the name of school or building of community site and full address of program location	Number of Youths targeted for site	Transportation needed for site? (Yes or No) FYI: Community based sites will only receive transportation from schools to program location
McMurray Middle School 520 McMurray Dr, Nashville, TN 37211	20	Yes
Total Number of Students	20	

If applicable, provide Summer Programming information

Name and address of summer program site/s. Please share the name of building and full address of summer program location	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
John Early Middle School 1000 Cass St, Nashville TN 37208	15	9 a.m. – 4p.m.		June 3 – June 28
Total Number of Students	15			

Authorized Officer Signature 

Date 05/22/2023

Metropolitan		Funds For FY 2024 Program			
ORGANIZATION NAME	Humble Beginnings	CONTRACT # (Office Use):			
PROGRAM NAME	Humble Beginnings	START DATE:	July 2023		
ADDRESS	PO Box 14072	END DATE:	June 2024		
CITY, STATE & ZIP	Nashville, TN 37214	CONTACT PERSON	Mychal Greenwood		
FEDERAL ID # (EIN)	81-1531741	CONTACT TELEPHONE	(615) -		
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
After-School Programs		After-school program starts 09/05/2023 Per slot rate for afterschool is \$1,355			
Salaries and Wages	12,000.00	2 program staff x 2 hours daily x \$10 an hour, 100% charged to this grant. Program director salary at \$12,000 funded by individual donors		12,000	Individual donor fundraising
Benefits and Taxes	4,000.00	Fringe benefits and payroll taxes for 2 staff cacluated at 30%		4,000	Individual donor
Total Personnel Expenses	16,000.00				
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number			
Insurance	0.00	Unit cost or % of total cost charged to this grant			
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	6,100.00	\$300 per youth annually			
Transportation	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)			
Field Trips	2,000.00	\$200 per child x 4 field trips			
Professional Fees/Enhancement partners	3,000.00	Therapist at \$100 an hour/1x a week,			
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed			
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.			
Total Non-personnel	11,100.00				
Afterschool sub-total	27,100.00				
Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1-30, 2024 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.			
Salaries and Wages	4,200.00	2 staff people x \$15 hour x 35 hours x 4 week			
Benefits and Taxes	1,260.00	Fringe benefits and payroll taxes for 2 staff cacluated at 30%			
Total Personnel Expenses	5,460.00				
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Equipment Rental and Maintenance	3,200.00	4 weeks of van rental @ \$800 a week, 100% charged to grant			
Printing and Publications	100.00	Printing for student packets, binders, etc, 100% charged to grant			
Travel/Conferences & Meetings	300.00	Gas for rental van for 4 weeks			
Insurance	0.00	Unit cost or % of total cost charged to this grant			
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	4,065.00	\$266 per child including daily meal, 2 healthy snacks, along with program supplies			
Field Trips	1,875.00	\$125 per child for 4 fieldtrips x 15 youth			
Professional Fees/Enhancement partners	1,800.00	Youth clinician at \$100/hr for 2 hours a week for 4 weeks,			
Other Non-Personnel		Anything else that is part of programming cost but is not listed			
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.			
Total Non-personnel	11,340.00				
Summer sub-total	16,800.00				
TOTAL	43,900.00				
RECIPIENT	Humble Beginnings				
AUTHORIZED SIGNATURE:	Mychal Greenwood				
	Mychal Greenwood				
TITLE	Founder				
DATE	4/22/2023				

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract #_____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
MARTHA O'BRYAN CENTER**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Martha O'Bryan Center**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

*NAZA-funded summer program with **Martha O'Bryan Center** will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)*

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 16, 2023

1. KM **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. KM **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. KM **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) KM **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) KM **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) KM **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) KM **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

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8) KM **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

9) KM **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) KM **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) KM **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) KM **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) A **Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.

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- b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.
 - c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
 - d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.
 - e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
 - f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
 - g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
 - h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
 - i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings **as soon as they become available** on: 1) Responsible use of data, and 2) Understanding the academic data.
 - j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 13) KM **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) KM **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) KM **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) KM **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.

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- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (see Annex 6).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;

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2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$383,000.00 (200 Slots for Afterschool, and 70 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

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Recipient can expect to receive three payments during the contracted year.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

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Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work

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

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 16, 2023

D.13.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 16, 2023

PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 16, 2023

- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 16, 2023

- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Kent Miller ***Chief Operating Officer***
Martha O'Bryan Center
Address: 711 South Seventh Street
Nashville, TN 37206
Phone # 615-254-1791

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 16, 2023

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

- | | |
|---|---|
| <u>Annex 1</u> – Metro Invoice Template | <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement |
| <u>Annex 2</u> – Expenditure Report Template | <u>Annex 6</u> – Performance Indicators |
| <u>Annex 3</u> – Budget | <u>Annex 7</u> – Enrollment form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Martha O'Bryan Center, Contract # _____ May 16, 2023**

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke
Interim Library Director

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Martha O'Bryan Center

By: [Signature]

Name KENT MILLER
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public,
this 16 day of May, 2023

Notary Public

[Signature]



My Commission expires 5/3/27.

NAZA-funded Program Sites for 2023-2024

Name of the Organization: Martha O'Bryan Center

Days a Week of Afterschool Program: 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
<u>Explore! Community School</u> Address: 707 South 7th Street Nashville, TN 37206	25	No
<u>Martha O'Bryan Center</u> Address: 711 South 7th Street Nashville, TN 37206	25	No
<u>Tom Joy Elementary</u> Address: 2201 Jones Avenue Nashville, TN 37207	15	No
<u>Warner Performing Arts School</u> Address: 626 Russell Street Nashville, TN 37206	15	No
<u>Isaac Litton Middle School</u> Address: 4601 Hedgewood Drive Nashville, TN 37216	60	No
<u>Stratford Middle School</u> Address: 1800 Stratford Avenue Nashville, TN 37216	60	Yes
Total Number of Students	200	

If applicable, provide **Summer Programming information**

Program Site(s) <i>Please share the name of building and address of summer program location</i>	Number of youth targeted	Programming Time Frame	Programming Dates	June 2024 Programming Dates
Litton Middle School Address: 4601 Hedgewood Drive	35	10 am – 5:00 pm	July 3 – 7, 2023	June 3 – 28, 2024
Stratford Middle School Address: 1800 Stratford Avenue Nashville, TN 37216	35	10 am – 5:00 pm	July 3 – 7, 2023	June 3 – 28, 2024
Total Number of Students	70			

Authorized Officer Signature

Date



COST ALLOCATION PLAN

The purpose of this cost allocation plan is to summarize the methods and procedures that Martha O'Bryan Center will use to allocate cost to various programs, grants, contracts, and agreements. Only costs that are allowable, in accordance with Uniform Guidance Subpart E - Cost Principles, will be allocated to benefiting programs by Martha O'Bryan Center.

GENERAL APPROACH

The general approach of Martha O'Bryan Center in allocating costs to grants and contracts is as follows:

1. All allowable direct costs are charged directly to programs, grants, activities, etc.
2. Allowable direct costs that can be identified to more than one program will be prorated individually as direct costs using a base most appropriate to the particular cost being prorated, normally direct salaries / total salaries.
3. All other allowable general and administrative costs (costs that benefit all programs and cannot be identified to a specific program) are allocated to programs, grants, etc. using a base that results in an equitable distribution.

ALLOCATION OF COSTS

The following information summarizes the procedures that will be used by Martha O'Bryan Center beginning 2022.

A. Compensation for Personnel Services – Documented with timesheets showing time distribution for all employees and allocated based on time spent on each project/grant. Salaries and wages are charged directly to the program for which work has been done. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's salaries to the total of such salaries.

B. Fringe Benefits - Fringe benefits are allocated in the same manner as salaries and wages. Health insurance, worker's comp, life, and disability and other fringe benefits are also allocated in the same manner as salaries and wages.

C. Professional Fees/Grants and Awards – Allocated to the program benefiting from the service. All professional fees are charged directly to the program for which the service was incurred. Professional fees that benefit more than one program (audit, payroll, etc.) will be allocated to those programs based on the ratio of each program's salaries to the total of such salaries.



D. Supplies – Supplies are allocated based on usage. Expenses used for a specific project/grant will be charged directly to that project/grant. Costs that benefit more than one project/grant will be allocated to those based on the ratio of each program's salaries to the total of such salaries.

E. Telephone – Cell phone and other telephone expenses related to employee's are charged to programs/grants based on the employee's allocated time to that project/grant.

F. Printing and Publications – Printing expenses are charged directly to projects/grants that benefit from the service. Expenses that benefit more than one project/grant are allocated based on the ratio of each program's salaries to the total of such salaries.

G. Travel/Conferences and Meetings – These approved expenses will be allocated to the program benefiting from the training/conference/etc. Costs that benefit more than one project/grant will be allocated to those projects/grants based on the employee's allocated time to that project/grant.

H. Specific Assistance to Individuals – Any specific assistance given to individuals in the form of housing expenses, clothes, household supplies, wage supplements, etc. will be charged directly to the project/grant for which the individual is a part of. These will be charged to the grant as they are provided to participants.

I. Other Non-Personnel – Any non-personnel costs including subscriptions, licensing for software and background checks will be allocated to those programs based on the ratio of each program's salaries to the total of such salaries.

J. Capital Purchase – Fixed assets purchased will be charged directly to the project/grant for which the purchase is for. Many will be for multiple grants/projects and will be allocated based on the ratio of the participants being served through this project/grant or the employee that the asset is for and their allocated time to the project/grant.

K. Indirect Cost – Martha O'Bryan Center is proposing a 14% indirect cost rate to be used for the agency's overall direct monthly cost.



**STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES**

JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1403

TELEPHONE: 615-313-4700 FAX: 615-741-4165

TTY: 1-800-270-1349

www.tn.gov/humanservices

BILL LEE
GOVERNOR

CLARENCE CARTER
COMMISSIONER

May 24, 2022

Kent Miller
Martha O'Bryan Center
711 South 7th Street
Nashville, TN 37206

Dear Mr. Miller,

The Cost Allocation Plan originally submitted by your agency on February 28, 2022, has been approved. Please be sure the Direct Allocation Method identified in the plan is applied monthly for proper accounting of reimbursement claims.

Martha O'Bryan Center's plan will remain effective unless a significant event occurs which changes your current methodology, or the TN Department of Human Services is no longer the cognizant agency.

Sincerely,

A handwritten signature in cursive script that reads "Krysta Krall".

Krysta M. Krall, CPA
Chief Financial Officer
TN Department of Human Services

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2024 Program**

ORGANIZATION NAME	Martha O'Bryan Center	CONTRACT # (Office Use):		
PROGRAM NAME	K8/ASUs	START DATE:	7/1/2023	
ADDRESS	711 S 7th St	END DATE:	6/30/2024	
CITY, STATE & ZIP	Nashville, TN 37206	CONTACT PERSON		
FEDERAL ID # (EIN)	62-0477728	CONTACT TELEPHONE	(615) _____ - _____	
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA
After-School Programs		After-school program starts 09/06/2023 Per slot rate for afterschool is \$1,355		
Salaries and Wages	149,500.00	Approximately 10% Sr Director K8 & Program Director K8; Approximatey 30% of Stratford Middle, and Litton Midde Site Coordinators; Approximately 20% of MOBC and Explore Site Coordinators; Approximately 10% of Tom Joy and Warner Site Coordinators; 100% of 9 tutors.		164,700.00 LEAPs
Benefits and Taxes	18,800.00	insurance, retirement, work comp, and FICA.		23,540.00 LEAPs
Total Personnel Expenses	168,300.00			
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Communications	2,650.00	Approximately 5% of telephone and internet, costs allocated for direct staff only		
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	5,250.00	Approximately 5% of Utilities, costs allocated for direct staff only		
Equipment Rental and Maintenance	7,500.00	Approximately 5% of Computer Contract plus Copier, costs allocated for direct staff only		10,980.00 LEAPs
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	4,120.00	Approximately 5% of Insurance, costs allocated for direct staff only		
Direct youth costs (tearning supplies, learning software, programs, games, food, etc.)	30,000.00	\$150 per youth		
Transportation	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)		
Field Trips	5,000.00	\$25 per youth		
partners	14,900.00	120 sessions at \$100 per session + Approximatey 5% of Payroll fees, costs allocated for direct		
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	33,280.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.		
Total Non-personnel	102,700.00			
Afterschool sub-total	271,000.00			

Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1- 30, 2024 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.			
Salaries and Wages	49,350.00	1 week in July 2023. 4 weeks in June 2024.		20,585.00	LEAPs
Benefits and Taxes	5,070.00	Benefits and taxes for above listed staff. Benefits include disability insurance, medical		2,940.00	LEAPs
Total Personnel Expenses	54,420.00				
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Communications	415.00	Approximately 9% of telephone and internet, costs allocated for direct staff only			
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Occupancy	911.00	Approximately 9% of Utilities, costs allocated for direct staff only			
Equipment Rental and Maintenance	1,320.00	Approximately 9% of Computer Contract plus Copier, costs allocated for direct staff only		1,375.00	LEAPs
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number			
Insurance	700.00	Approximately 9% of Insurance, costs allocated for direct staff only			
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	14,700.00	\$210 per youth			
Field Trips	10,150.00	\$145 per youth			
Professional Fees/Enhancement partners	15,630.00	100 sessions at \$150 per session + Approximately 9% of Payroll Fees, costs allocated for direct staff only			
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed			
Indirect Cost	13,754.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.			
Total Non-personnel	57,580.00				
Summer sub-total	112,000.00				
TOTAL	383,000.00				
RECIPIENT					
AUTHORIZED SIGNATURE:	<i>Polly Simons</i>				
TITLE	Accounting Manger				
DATE	5/26/2023				

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves & Grooves INC, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
MOVES & GROOVES INC**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Moves & Grooves INC**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

*NAZA-funded summer program with **Moves & Grooves INC** will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)*

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

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1. MA **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. MA **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. MA **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) MA **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) MA **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) MA **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) MA **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

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8) MA **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

9) MA **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) MA **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) MA **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) MA **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.

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- b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.
- c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
- j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

13) Ma **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.

14) Ma **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.

14) Ma **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

14) Ma **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.

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- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;

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2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Attachment 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$116,240.00 (48 Slots for Afterschool, and 60 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

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Recipient can expect to receive three payments during the contracted year.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

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Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
 - D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
 - D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
 - D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
 - D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
 - D.5. **Termination—Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work

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- associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 17, 2023. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

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D.13.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

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- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest In Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.
- The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves & Grooves INC, Contract # _____ May 16, 2023

- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Dr. Emerald Mitchell *Executive Director*
Moves & Grooves INC
Address: 301 S. Perimeter Park Drive, Suite 100
Nashville, TN 37211
Phone # 615-953-1363

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves & Grooves INC, Contract # _____ May 16, 2023

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

<u>Annex 1</u> – Metro Invoice Template	<u>Annex 5</u> – Partner Data-Sharing Sub-Agreement
<u>Annex 2</u> – Expenditure Report Template	<u>Annex 6</u> – Performance Indicators
<u>Annex 3</u> – Budget	<u>Annex 7</u> – Enrollment form
<u>Annex 4</u> – Minimum Standards for NAZA funding	<u>Annex 8</u> – Program site/s

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Moves & Grooves INC, Contract # _____ May 16, 2023**

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke

Interim Library Director

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Moves & Grooves INC

By: Emerald Mitchell

Name Emerald Mitchell
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public,
this 30 day of May, 2023

Notary Public Lori Lloyd-Belton
Lori Lloyd-Belton



My Commission expires 5/9/2026

NAZA-funded Program Sites for 2023-2024

Name of the Organization _____ Moves and Grooves, INC. _____

Days a Week of Afterschool Program: ____ 3

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Margaret Allen Middle School 500 Spence Lane, Nashville, TN 37210	16	Yes
John F. Kennedy Middle School 2087 Hobson Pike, Antioch, TN 37013	16	Yes
Thurgood Marshall Middle School 5832 Pettus Road, Antioch, TN 37013	16	Yes
Total Number of Students	48	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
283 Plus Park Blvd. Nashville, TN 37217	60	8am – 4pm	N/A	June 3-28, 2024
Total Number of Students	60			



5/30/2023

Authorized Officer Signature

Date


Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA

Funds For FY 2023 Program

ORGANIZATION NAME	<i>Moves & Grooves, INC.</i>	CONTRACT # (Office Use):			
PROGRAM NAME	<i>Moves & Grooves After-school program + Arts and Culture Camp</i>	START DATE:	9/6/2023		
ADDRESS	<i>301 S. Perimeter Park Drive, Suite 100</i>	END DATE:	6/30/2024		
CITY, STATE & ZIP	<i>Nashville, TN 37211</i>	CONTACT PERSON	Lori Lloyd Belton		
FEDERAL ID # (EIN)	<i>68-0516440</i>	CONTACT TELEPHONE	(615) 953-1363		
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	
After-School Programs		After-school program starts 09/06/2023 Per slot rate for afterschool is \$1,355		Grantor name	
Salaries and Wages	46,312.00	5 site coordinators * Avg rate of pay \$21 * 560 hrs (20 hrs/wk for 28 wks) = \$58,800/// 2 Dance Teachers * AROP \$17 * 140 hrs (5hrs/wk for 28 wks) = \$4,760 /// 1 Asst Progr Dir *ROP \$27/hr * 700 hrs (25 hrs/wk for 28 wks) = \$18,900 /// 1 Prog Director * ROP\$29/hr * (30 hrs/wk for 28 wks) = \$24,360 /// 2 Admin/Clerical * ARO\$40/hr * 224 (4 hrs/wk for 28 wks)= \$8,960 >>>>> Total salary/wages = \$115,780 >>>> Charge NAZA at 40% = \$46,312		\$ 69,468.00	LEAPS
Benefits and Taxes	4,631.00	Payroll taxes for 11 employees/ Appx 10% total salary/wages= \$11,578 >>>> Charge NAZA at 40% = \$4,631.20		\$ 6,947.00	LEAPS
Total Personnel Expenses	50,943.00				
Office Supplies	1,120.00	Office supplies: \$400/mo * 7 months = \$2,800 --- NAZA Grant charged 40% for \$1,120		\$ 1,680.00	LEAPS
Communications	4,550.00	Communication to community/students via Social Media and/or newsletters: \$650/mo * 7 months = \$4,550 --- NAZA Grant charged \$4,550			
Postage and Shipping		Postage and shipping costs- Estimated \$100 /month * 7 months = \$700		\$ 700.00	LEAPS
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant			
Printing and Publications	0.00	Printing /publication costs \$100/month x 7= \$700		\$ 700.00	LEAPS
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number			
Insurance		Insurance Total costs \$6,000		\$ 6,000.00	LEAPS
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	3,947.00	direct youth supplies, food, games, site supplies/materials = \$1,410/month for 4 total sites = \$9,870 --- Charge NAZA at 40%= \$3,947		\$ 5,923.00	LEAPS
Transportation	3,200.00	Third party transportation of students for 2 showcases * 1600/each= \$3200 -- NAZA Grant			277

Field Trips	0.00	Per youth average cost or cost per trip and estimated number of youth participating		
Professional Fees/Enhancement	1,280.00	Enhancement partners \$1,000 * 4 = \$3,200 >>> Charge NAZA 40% = \$1,280	\$	1,920.00 LEAPS
Other Non-Personnel			\$	3,000.00 LEAPS
Indirect Cost		Indirect Organizational expenses(business licenses, etc)		
Total Non-personnel	14,097.00			
Afterschool sub-total	65,040.00			

Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1- 30, 2024 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.		
Salaries and Wages	20,200.00	1 Summer Camp Manager 40 hrs/wk * \$25/hr for 4 wks= \$4000 ---- 4 camp counselors at 40		
Benefits and Taxes	2,020.00	Taxes apprx 10% of total \$20200.00 >> NAZA \$2020		
Total Personnel Expenses	22,220.00			
Office Supplies	1,000.00	Estimated \$250/wk for 4 weeks= \$1000 >>NAZA \$1000		
Communications	1,300.00	Communication to promote summer camp 2 months * \$650/month = \$1300 >>> NAZA \$1300		
Postage and Shipping	80.00	\$20/wk for 4 weeks = \$80 >>>> NAZA \$80.00		
Occupancy	6,000.00	Space rental fee = 1 month \$6000/month >> NAZA \$6000.00		
Equipment Rental and Maintenance	1,000.00	Showcase equipment rental \$1000 >>> NAZA \$1000		
Printing and Publications	400.00	\$100/wk for 4 weeks \$ \$400 >>> NAZA \$400		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	9,200.00	\$2300 direct youth cost for 4 weeks = \$9200, estimate \$230 / youth		
Field Trips	8,000.00	Youth weekly field trips/ Entry costs plus coach bus fees \$2000 for 4 weeks \$8000		
Professional Fees/Enhancement partners	2,000.00	Enhancement partners \$500 - 1 per week for 4 weeks - \$2000>>> NAZA \$2000		
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.		
Total Non-personnel	28,980.00			
Summer sub-total	51,200.00			
TOTAL	116,240.00			

RECIPIENT	Lori Lloyd Belton			
AUTHORIZED SIGNATURE:				
TITLE	HR Business Director			
DATE	3/30/2023			

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
NASHVILLE INTERNATIONAL CENTER FOR EMPOWERMENT**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Nashville International Center for Empowerment**, ("Recipient"), is for the provision of free and high quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

*NAZA-funded summer program with **Nashville International Center for Empowerment**, will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)*

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 16, 2023

1. RM **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. RM **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. RM **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) RM **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) RM **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) RM **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) RM **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) RM **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

9) RM **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) RM **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) RM **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) RM **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre self-assessment of their program and enter results in YPQI's Scores Reporter.

- b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.
- c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
- j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 13) RM **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) RM **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) RM **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) RM **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.

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- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;

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2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023- 2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$ **71,820.00(36 Slots for Afterschool, and 15 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3 **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 16, 2023

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

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Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work

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

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.13.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

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PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

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

D.15. Independent Contractor. Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.16. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

(c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Recipient's duties under this section will survive the termination or expiration of the grant.

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- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.
- The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

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- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters: For inquiries regarding invoices:
Nashville Public Library Nashville Public Library
NAZA Communications Manager NAZA Procurement Officer
615 Church Street 615 Church Street
Nashville, TN 37219 Nashville, TN 37219
(615) 862-5894 615-862-5800 ext. 73731

Recipient

Dr. Gatluak Thach, CEO
Nashville International Center for Empowerment
Address: 417 Welsh Wood Dr
Nashville, TN 37211
Phone # 615-315-9681

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

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complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

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

- i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
- ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
- iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.

b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

Annex 1 – Metro Invoice Template

Annex 2 – Expenditure Report Template

Annex 3 – Budget

Annex 4 – Minimum Standards for NAZA funding

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 6 – Performance Indicators

Annex 7 – Enrollment form

Annex 8 – Program site/s

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terri Luke

LIBRARIAN

Interim Library Director

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

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

**RECIPIENT: Nashville International Center for
Empowerment**

By: *Auntie*

Name
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public,
this ___ day of _____, 202__

Notary Public

STATE OF Tennessee
COUNTY OF Davidson

Sworn to (or affirmed) and subscribed before me
this 1st day of June, 2023, by Geatluak Thach

Samantha Bly Jenkins *Samantha Bly Jenkins*
Notary Public's Signature Notary Name
My Commission Expires on November 3rd 2025.



My Commission Expires _____ My Commission Expires Nov. 3, 2025

NAZA-funded Program Sites for 2023-2024

Name of the Organization: Nashville International Center for Empowerment

Days a Week of Afterschool Program: 4

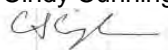
Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Margaret Allen MS 500 Spence Lane Nashville, TN 37210	12	Yes
McMurray MS 520 McMurray Drive Nashville, TN 37211	12	Yes
Wright MS 180 McCall Street Nashville, TN 37211	12	Yes
Total Number of Students	36	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Biltmore Place Apartments 830 Glastonbury Road Nashville, TN 37217	15	9:00 am – 3:30 pm	July 1 – July 20	June 10 – June 27
Total Number of Students	15			

Authorized Officer Signature _____ Date _____

Metropolitan				
Funds For FY 2024 Program				
ORGANIZATION NAME	N.T.C.E.	CONTRACT # (Office Use):		
PROGRAM NAME	YEA!	START DATE:	1-Jul-23	
ADDRESS	417 Welshwood Dr.	END DATE:	30-Jun-24	
CITY, STATE & ZIP	Nashville, TN 37217	CONTACT PERSON	Cindy Cunningham	
FEDERAL ID # (EIN)	02-0674431	CONTACT TELEPHONE	(615) 315-9681	
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA
Grantor name				
After-School Programs		After-school program starts 09/05/2023 Per slot rate for afterschool is \$1,355		
Salaries and Wages	33498	3 program staff at 30 weeks x 15 hrs/wk x \$19.95/hr and 1 program manager at 30 weeks x 10 hrs/wk x \$21.90		
Benefits and Taxes	4940	6.0% x total salary on program for benefits and 8.95% x total salary for all taxes		
Total Personnel Expenses	38,438.00			
Office Supplies	1,027.00	2.1% of total grant to cover office supplies, printing, postage, paper, toner, etc.		
Communications	0	Estimated unit number and unit cost or % of total cost charged to this grant		
Postage and Shipping	0	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	1,024.00	2.1% of total grant to cover phones, internet access and office space rent		
Equipment Rental and Maintenance	0	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0	Milage, parking and other travel unit cost and unit number		
Insurance	0	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	1,200.00	\$400 per site which equals \$26.67 per student		
Transportation	4,500.00	50% of 2 drivers x 30 wks x 2 hr/day x 4 days per week x \$18.75		
Field Trips	0	Per youth average cost or cost per trip and estimated number of youth participating		
partners	2,591.00	3 sites, \$8643 per site for enhancement partners		
Other Non-Personnel	0	Anything else that is part of programming cost but is not listed		
Indirect Cost	0	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.		
Total Non-personnel	10,342.00			
Afterschool sub-total	48,780.00			

Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1- 30, 2024 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.		
Salaries and Wages	18,168.00	2 program staff at 6 weeks x 40 hrs/wk x \$20.20/hr and 1 program manager at 6 weeks x 40 hrs/wk x \$23/hr and 1 program director at 6 weeks x 15hrs/wk x \$32.80/hr		
Benefits and Taxes	1,952.00	6.0% x total salary on program for benefits and 8.95% x total salary for all taxes		
Total Personnel Expenses	20,120.00			
Office Supplies	0	Estimated unit number and unit cost or % of total cost charged to this grant		
Communications	0	Estimated unit number and unit cost or % of total cost charged to this grant		
Postage and Shipping	0	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	0	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment Rental and Maintenance	0	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0	Milage, parking and other travel unit cost and unit number		
Insurance	0	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	870	\$58 per student for 15 students		
Field Trips	750	5 field trips x 2 drivers x 4 hrs each trip x \$18.75		
Professional Fees/Enhancement partners	1,300.00	Any contracted services, including external enhancement partners- cost per contract or per hour/class		
Other Non-Personnel	0	Anything else that is part of programming cost but is not listed		
Indirect Cost	0	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.		
Total Non-personnel	2,920.00			
Summer sub-total	23,040.00			
TOTAL	71,820.00			
RECIPIENT	Cindy Cunningham			
AUTHORIZED SIGNATURE:				
TITLE	CFO			
DATE	5/29/2023			

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
NATIONS MINISTRY CENTER**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and Nations Ministry Center, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with Nations Ministry Center will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

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By initialing each item below, Recipient agrees to the following:

1. AM **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.
2. AM **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. AM **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

- 4) AM **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

- 5) AM **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
- 6) AM **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.
- 7) AM **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

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8) AM **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

9) AM **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) AM **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) AM **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) AM **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.

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- b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.
 - c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
 - d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.
 - e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
 - f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
 - g) NAZA-funded partners are required to administer YPQI's **as Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
 - h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
 - i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
 - j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.
- 13) AM **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) AM **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) AM **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) AM **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.

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- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;

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2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$156,400.00 (80 Slots for Afterschool, and 80 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

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Recipient can expect to receive three payments during the contracted year.

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

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Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
 - D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
 - D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
 - D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
 - D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
 - D.5. **Termination—Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work

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

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

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D.13.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 16, 2023

PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

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- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.
- The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

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D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Abby Mosby *Director of Youth Success*
Nations Ministry Center
Address: 406 Welshwood Drive
Nashville, TN 37211
Phone # 615-512-0541

D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

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complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

Annex 1 – Metro Invoice Template

Annex 2 – Expenditure Report Template

Annex 3 – Budget

Annex 4 – Minimum Standards for NAZA funding

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 6 – Performance Indicators

Annex 7 – Enrollment form

Annex 8 – Program site/s

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Tami Luke
Interim Library Director

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Nations Ministry Center

By: Chris Lovingsood
Name Chris Lovingsood
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public,
this 31st day of May, 2023

Notary Public



Daniel C. Richardson
My Commission expires 05/09/26

NAZA-funded Program Sites for 2023-2024

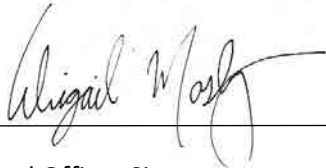
Name of the Organization _____ Nations Ministry Center _____

Days a Week of Afterschool Program: ____ 4

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Lead Southeast Prep 531 Metroplex Drive Nashville, TN 37211	50	Yes
McMurray Middle School 520 McMurray Drive Nashville, TN 37211	30	Yes
Total Number of Students	80	

If applicable, provide **Summer Programming information**

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Hillcrest United Methodist Church 5112 Raywood Lane	80	10:00a-3:00p	July 3 – July 14	June 3 – June 28
Total Number of Students	80			



5/26/2023

Authorized Officer Signature

Date



Cost Allocation Plan Certification

This is to certify that Nations Ministry Center has a 20% indirect cost rate.

The direct costs include:

1. The Executive Director's wages, related taxation, and benefits
2. All insurance coverages necessary for the operations of the organization
3. Payroll processing costs
4. Accounting, audit, and legal fees
5. Office supplies
6. Maintenance and utilities for administrative and programming staff office space
7. Phones

All federally unallowable costs have been excluded from allocations.

Signature:

Chris Lovingood

Name of Official (printed):

Chris Lovingood

Executive Director:

Chris Lovingood

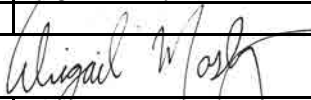
Date of Execution:

03/31/2023

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2024 Program

ORGANIZATION NAME	Nations Ministry Center	CONTRACT # (Office Use):	
PROGRAM NAME	Nations Academy	START DATE:	7/1/2023
ADDRESS	406 Welshwood Drive	END DATE:	6/30/2024
CITY, STATE & ZIP	Nashville, TN 37211	CONTACT PERSON	Abby Mosby
FEDERAL ID # (EIN)	55-0898912	CONTACT TELEPHONE	(615) 512-0541

COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS
After-School Programs		After-school program starts 09/05/2023 Per slot rate for afterschool is \$1,355
Salaries and Wages	80,000.00	1 program director at 40% of annual salary (\$60,000) for 9 months. 1 salaried site coordinator at 80% of annual salary (\$40,000) for 9 months. 1 hourly site coordinator at \$20/hr x 1150 hours. 4 program staff at \$18/hr x 600 hours. Program will run 4 days a week. NAZA is requested to cover 74% of this cost.
Benefits and Taxes	6,720.00	FICA: 7.65% rate for 11 staff; Worker's Comp: 1.29 per \$100 of remuneration for 11 staff. NAZA is requested to cover 71% of this cost.
Total Personnel Expenses	86,720.00	
Office Supplies	0.00	This expense is part of the agency's indirect costs.
Communications	0.00	This expense is part of the agency's indirect costs.
Postage and Shipping	0.00	This cost is covered by another funding source.
Occupancy	0.00	This expense is part of the agency's indirect costs.
Equipment Rental and Maintenance	0.00	This cost is covered by another funding source.
Printing and Publications	0.00	This cost is covered by another funding source.
Travel/Conferences & Meetings	0.00	This cost is covered by another funding source.
Insurance	0.00	This expense is part of the agency's indirect costs.
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	0.00	This cost is covered by another funding source.
Afterschool/summer transportation	0.00	Requesting funding from NAZA for this cost.
Field Trips	0.00	This cost is covered by another funding source.
Professional Fees/Enhancement partners	0.00	This cost is covered by another funding source.
Other Non-Personnel	0.00	These expenses are covered by other funding sources.
Indirect Cost	21,680.00	20% requested to cover agency indirect costs. Indirect cost allocation plan is attached.
Total Non-personnel	21,680.00	
Afterschool sub-total	108,400.00	

Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1- 30, 2024 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
Salaries and Wages	32,450.00	1 program director at 40% of annual salary (\$60,000) for 2 months. 1 coordinator at \$20/hr x 320 hours. 5 program staff at \$18/hr for 245 hours. Summer program will serve 40 youth and run 5 hours a day 5 days a week for 2 weeks in July 2023. 40 youth will be served in June 2024 for 5 hours a day 5 days a week for 4 weeks.
Benefits and Taxes	2,988.00	FICA: 7.65% rate for 7 staff; Worker's Comp: \$1.13 per \$100 of remuneration for 7 staff.
Total Personnel Expenses	35,438.00	
Office Supplies	0.00	This expense is part of the agency's indirect costs.
Communications	0.00	This expense is part of the agency's indirect costs.
Postage and Shipping	0.00	This cost is covered by another funding source.
Occupancy	0.00	This expense is part of the agency's indirect costs.
Equipment Rental and Maintenance	0.00	This cost is covered by another funding source.
Printing and Publications	0.00	This cost is covered by another funding source.
Travel/Conferences & Meetings	0.00	This expense is covered by other funding sources.
Insurance	0.00	This expense is part of the agency's indirect costs.
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	410.00	Cost of supplies, learning software, food, and incentives for youth. NAZA is requested to cover 10% of this cost.
Transportation	2,552.00	\$44 a day for 29 days of summer transportation for 2 mini-buses through Nations Ministry Center.
Field Trips	0.00	This expense is covered by other funding sources.
Professional Fees/Enhancement partners	0.00	This expense is covered by other funding sources.
Other Non-Personnel	0.00	These expenses are covered by other funding sources.
Indirect Cost	9,600.00	20% requested to cover agency indirect costs. Indirect cost allocation plan is attached.
Total Non-personnel	12,562.00	
Summer sub-total	48,000.00	
TOTAL	156,400.00	
RECIPIENT	Abigail Mosby	
AUTHORIZED SIGNATURE:		
TITLE	Director of Youth Success	
DATE	5/26/2023	

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 16, 2023

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

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Why We Can't Wait, Inc**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

*NAZA-funded summer program with **Why We Can't Wait, Inc** will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)*

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 16, 2023

1) D.C. **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2) D.C. **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3) D.C. **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) D.C. **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.


5) D.C. **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) D.C. **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.


7) D.C. **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) D.C. **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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9)  **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10)  **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11)  **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12)  **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.

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c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.

g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.

j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

13) D.C. **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.

14) D.C. **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.

14) D.C. **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

14) D.C. **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance

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with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.

- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;

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3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$152,680.00 (56 Slots for Afterschool, and 70 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year.

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First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

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- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all

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satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.13.1 Proof of Insurance

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During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

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PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
 - (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

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- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

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- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
 Nashville Public Library
 NAZA Communications Manager
 615 Church Street
 Nashville, TN 37219
 (615) 862-5894

For inquiries regarding invoices:
 Nashville Public Library
 NAZA Procurement Officer
 615 Church Street
 Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Darrell Caldwell
Why We Can't Wait, Inc.
Address: 220 Nathan Drive
Goodlettsville, TN 37072
Phone # 615-262-0048

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

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complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

- | | |
|---|---|
| <u>Annex 1</u> – Metro Invoice Template | <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement |
| <u>Annex 2</u> – Expenditure Report Template | <u>Annex 6</u> – Performance Indicators |
| <u>Annex 3</u> – Budget | <u>Annex 7</u> – Enrollment form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terni Luke
Interim Library Director

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Why We Can't Wait, Inc.

By: Darrell Caldwell
Name Darrell Caldwell
Title: Authorized Officer Executive Director

Sworn to and subscribed to before me a Notary Public,
this 24 day of May, 2023

Notary Public



Lisa R Caldwell

My Commission expires 1/11/26.

NAZA-funded Program Sites for 2023-2024

Name of the Organization _____ Why We Can't Wait, Inc. _____

Days a Week of Afterschool Program: ____ 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	Yes
WWCW Afterschool Academy Cleveland Street Baptist Church, 608 Cleveland Street, Nashville, TN 37207	56	No
Total Number of Students	56	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	8:30am – 3:30pm		
CCM Leadership Academy,	70	7:00am – 5:00 pm	June 5, 2023 – July 28, 2023	June 3, 2024 - July 26, 2024
Total Number of Students	70			


05/16/2023
 Authorized Officer Signature Date

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2023 Program**

ORGANIZATION NAME	Why We Can't Wait, Inc.	CONTRACT # (Office Use):		
PROGRAM NAME	WWCW Afterschool Academy	START DATE:	1-Jul-23	
ADDRESS	220 Nathan Drive	END DATE:	30-Jun-24	
CITY, STATE & ZIP	Goodlettsville, TN 37072	CONTACT PERSON	Darrell Caldwell	
FEDERAL ID # (EIN)	46-0755751	CONTACT TELEPHONE	(615) 810 - 6630	
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA
After-School Programs	75,880	After-school program starts 09/06/2022 Per slot rate for afterschool is \$1,355		
Salaries and Wages	55,000.00	Number of staff x Number of hours and hourly rate charged to this grant or percentage of salary for each charged to this grant Executive Director, Site Coordinator, 8 staff, including janitor and program cook.		
Benefits and Taxes	3,000.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant taxes for payroll		
Total Personnel Expenses	58,000.00			
Office Supplies	500.00	Estimated unit number and unit cost or 1% of total cost charged to this grant copy paper, ink, pens, white		
Communications	2,000.00	Estimated unit number and unit cost or 3% of total cost charged to this grant telephone, wireless internet,		
Postage and Shipping	100.00	Estimated unit number and unit cost or 0.0001% of total cost charged to this grant postage for letters/business package		
Occupancy	4,000.00	Estimated unit number and unit cost or 6% of total cost charged to this grant community facility used for		
Equipment Rental and Maintenance	300.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	200.00	Estimated unit number and unit cost or % of total cost charged to this grant program events, parent engagement, brochure		
Travel/Conferences & Meetings	200.00	Milage, parking and other travel unit cost and unit number NAZA partner meetings, trainings travel		
Insurance	2,000.00	Unit cost or 3% of total cost charged to this grant Liability, Professional, Sexual molestation		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	3,580.00	Per youth average cost or cost per purchase type food for the afterschool program, learning ABC software, hoodies.		
Transportation	2,000.00	Daily rate, number of days separated by afterschool and summer (if applicable) Fuel cost \$150 per week, afterschool and summer, five days a week		
Field Trips	1,500.00	Per youth average cost or cost per trip and estimated number of youth participating 70 students attending		
Professional Fees/Enhancement partners	1,500.00	Any contracted services, including external enhancement partners- cost per contract or per hour/class		Art, African dance, Carnegie writers
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	0.00	Parners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.		
Total Non-personnel	17,880.00			
Afterschool sub-total	75,880.00			

Summer Programs	76,800	Summer program funded in this cycle is July 1-31,2022 and June 1- 30, 2023 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.		
Salaries and Wages	57,000.00	WWCW summer enrichment hires 20 staff/ morning ten academic sessions, afternoons 10 staff for drama, African dance, Hip hop dance, art & crafts, leadership development , janitor and cook.		
Benefits and Taxes	4,000.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant taxes matched by WWCW for staff		
Total Personnel Expenses	61,000.00			
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	2,000.00	Estimated unit number and unit cost or 3% of total cost charged to this grant facility usage to conduct summer program		
Equipment Rental and Maintenance	500.00	Estimated unit number and unit cost or 0,06% of total cost charged to this grant dumpster rental for breakfast, lunch, snack, program cleanup		
Printing and Publications	300.00	Estimated unit number and unit cost or 0.001% of total cost charged to this grant flyers, posters, summer pro		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	3,000.00	Per youth average cost or cost per purchase type camp shirt, education supplies, program equipment, backpacks, food on field trips		
Field Trips	10,000.00	Per youth average cost or cost per trip and estimated number of youth participating 60 middle school youth/ 25 elementary/ 15 high school		
Professional Fees/Enhancement partners	0.00	Any contracted services, including external enhancement partners- cost per contract or per hour/class		
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.		
Total Non-personnel	15,800.00			
Summer sub-total	76,800.00			
TOTAL	152,680.00			
RECIPIENT				
AUTHORIZED SIGNATURE:	Darrell Caldwell			
TITLE	Executive Director			
DATE	05 / 17 / 2023			

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
YMCA OF MIDDLE TENNESSEE**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **YMCA of Middle Tennessee**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with YMCA of Middle Tennessee will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

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1) **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2) **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3) **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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9) **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

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10) **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

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11) **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

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12) **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

- a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.
- b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.

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- c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.
- d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.
- e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.
- f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.
- g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.
- i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
- j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

13) **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.

14) **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.

14) **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

14) **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance

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with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.

- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;

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3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$152,825.00 (75 Slots for Afterschool, and 40 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year.

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First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

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- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all

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During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 16, 2023

PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 16, 2023

- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 16, 2023

- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

John Mikos

YMCA of Middle Tennessee
Address: 1000 Church St.
Nashville, TN 37203
Phone # 615-259-9622

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 16, 2023

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

- | | |
|---|---|
| <u>Annex 1</u> – Metro Invoice Template | <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement |
| <u>Annex 2</u> – Expenditure Report Template | <u>Annex 6</u> – Performance Indicators |
| <u>Annex 3</u> – Budget | <u>Annex 7</u> – Enrollment form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
YMCA of Middle Tennessee, Contract # _____ May 16, 2023**

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke
EE486DF9F034BF...

Interim Library Director

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

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: YMCA of Middle Tennessee

By: [Signature]

Name: John Mikos
Title: Authorized Officer President & CEO

Sworn to and subscribed to before me a Notary Public,
this 30th day of May, 2023

Notary Public Ruth Ann Cox



My Commission expires January 6, 2025

NAZA-funded Program Sites for 2023-2024

Name of the Organization: YMCA of Middle Tennessee

Days a Week of Afterschool Program: ____ 4

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Northwest Family YMCA (serving students from IT Creswell) 3700 Ashland City Hwy, Nashville, TN 37218	25	Yes
East Nashville Magnet Middle School, 110 Gallatin Ave, Nashville, TN 37206	25	No
Henry Oliver Middle School 6211 Nolensville Pk, Nashville, TN 37211	25	Yes
Total Number of Students	75	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
YCAP Leadership Center; 1011 Russell Street, Nashville, TN 37206	40	8:30am – 4:30pm	June 5 – June30	June 3 – June 28
Total Number of Students	40			



5/16/23

Authorized Officer Signature

Date

YMCA
Indirect Cost Rate Calculation
For the Fiscal Year Ended December 31, 2021

Management and General Expenses

Description	Management General Per Audited F/S	Adjustment Note 1	Total Management General
Salaries and Wages	\$ 4,805,326	\$ -	\$ 4,805,326
Employee Benefits	822,886	-	822,886
Payroll Taxes	332,251	-	332,251
Subtotal Salaries and Wages	\$ 5,960,463	\$ -	\$ 5,960,463
Purchased Services	\$ 275,279	\$ -	\$ 275,279
Supplies	39,351	-	39,351
Postage & Shipping	34,145	-	34,145
Occupancy	187,838	-	187,838
Equipment Cost	240,914	-	240,914
Printing & Promotions	623,557	-	623,557
Travel and Transport Expense	124,975	-	124,975
Techonology systems and services	733,295	-	733,295
Conferences, Meetings and Training	26,237	-	26,237
Membership & Professional Dues	31,439	-	31,439
Bad Debt Expense		\$ -	
Specific Assistance		\$ -	-
Financing Costs		\$ -	-
Insurance	55,551	-	55,551
National Support		\$ -	-
Awards & Grants		\$ -	-
Interest and Fees		\$ -	-
Depreciation	78,537	-	78,537
Miscellaneous	92,981	-	92,981
Intra Allocation of Expenses		-	-
Subtotal Expenses	\$ 2,544,099	\$ -	\$ 2,544,099
Total Expense	\$ 8,504,562	\$ -	\$ 8,504,562

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2023 Program**

ORGANIZATION NAME	YMCA of Middle Tennessee	CONTRACT # (Office Use):		
PROGRAM NAME	YQuest	START DATE:	7/1/2023	
ADDRESS	1000 Church Street	END DATE:	6/30/2024	
CITY, STATE & ZIP	Nashville, TN 37203	CONTACT PERSON	Ryan Jarrett	
FEDERAL ID # (EIN)	62-0476243	CONTACT TELEPHONE	(615) 259-9622 Ext. 70197	
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		
After-School Programs		After-school program starts 09/06/2022 Per slot rate for afterschool is \$1,355		
		Other Y-Quest Davidson Funders:		
Salaries and Wages	65,899.73	12% allocation for Program Director - Davidson (\$23.64/hour); 3 part-time Program Coordinators (\$19.32/ hour) for 20 hours a week; 3 part-time Program Coordinators (\$18.00/hour) for 12 hours per week		
Benefits and Taxes	6,535.18	Fringe Benefits (at 28.9% of base for Full Time employees)		
Total Personnel Expenses	72,434.91			
Office Supplies	0.00	N/A		
Communications	0.00	N/A		
Postage and Shipping	0.00	N/A		
Occupancy	0.00	N/A		
Equipment Rental and Maintenance	0.00	N/A		
Printing and Publications				
Travel/Conferences & Meetings	600.00	N/A		
Insurance	0.00	N/A		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	6,000.00	\$80 per youth		
Afterschool/summer transportation				
Field Trips	1,000.00	Estimated at \$1,000 per trip		
Professional Fees/Enhancement partners	6,000.00	Estimated at \$100 per hour/class		
Other Non-Personnel	1,200.00	Special events, \$200 for each youth-led community event (2 per site per year)		
Indirect Cost	14,390.10	YMCA Board of Directors approved rate of 14.16% for 2023		
Total Non-personnel	29,190.10			
Afterschool sub-total	101,625.01			
Summer Programs		Summer program funded in this cycle is July 1-31,2022 and June 1- 30, 2023 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.		

Salaries and Wages	30,876.70	5% allocation for Prevention Specialist (\$27.87/hour); 7% allocation for Prevention Director - Davidson (\$23.64/hour); 8% allocation for Prevention Director - Robertson (\$21.89/hour); 7% allocation for Prevention Director - Williamson (\$23.64/hour); 7% allocation for Intervention Director (\$23.64/hour); and 7% allocation for Intervention Assistant Director (\$19.22/hour)	MDHA	\$11,364
Benefits and Taxes	8,923.37	Fringe Benefits (at 28.9% of base for Full Time employees)		
Total Personnel Expenses	39,800.07			
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	500.00	Gas for field trips		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	2,000.00	Food and supplies		
Field Trips	1,000.00	Per youth average cost or cost per trip and estimated number of youth participating		
Professional Fees/Enhancement partners	650.00	Estimated at \$100 per hour/class		
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	7,249.92	YMCA Board of Directors approved rate of 14.16% for 2023		
Total Non-personnel	11,399.92			
Summer sub-total	51,199.99			
TOTAL	152,825.00			

RECIPIENT YMCA of Middle Tennessee

AUTHORIZED SIGNATURE: 

TITLE Executive Director, Sponsored Programs

DATE 5/24/2023

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Changes Inc, Contract # _____ May 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
YOUTH CHANGES INC.**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Youth Changes Inc**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with Youth Changes Inc will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Changes Inc, Contract # _____ May 16, 2023

1. TD **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. TD **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. TD **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) TD **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) TD **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) TD **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) TD **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) TD **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Changes Inc, Contract # _____ May 16, 2023

9) TD **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) TD **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) TD **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) TD **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.

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c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.

g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.

j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

13) TD **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.

14) TD **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.

14) TD **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

14) TD **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance

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with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.

- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;

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3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 20232024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Youth Changes Inc Jere Baxter Middle School**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$27,100.00 (20 Slots for Afterschool)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year.

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First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract. The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

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- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
 - D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
 - D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
 - D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
 - D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
 - D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all

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satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract. Youth Changes Inc. Jere Baxter Middle School.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.13.1 Proof of Insurance

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During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

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PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
 - (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

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- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

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- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
 Nashville Public Library
 NAZA Communications Manager
 615 Church Street
 Nashville, TN 37219
 (615) 862-5894

For inquiries regarding invoices:
 Nashville Public Library
 NAZA Procurement Officer
 615 Church Street
 Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Teia Wilson ***President***
Youth Changes Inc.
Address: 366 W Main St Ste 5C
Hendersonville, TN, 37075
Phone # 833-550-0442

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

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complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.

- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

- | | |
|---|---|
| <u>Annex 1</u> – Metro Invoice Template | <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement |
| <u>Annex 2</u> – Expenditure Report Template | <u>Annex 6</u> – Performance Indicators |
| <u>Annex 3</u> – Budget | <u>Annex 7</u> – Enrollment form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Changes Inc, Contract # _____ May 16, 2023

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terri Luke

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Interim Library Director

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

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

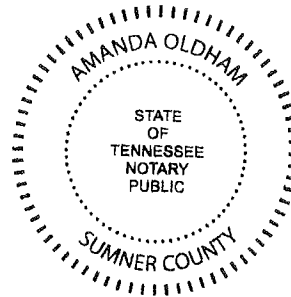
RECIPIENT: Youth Changes Inc.

By: *Lisa Davis*

Name
Title: Authorized Officer

Sworn to and subscribed to before me a Notary Public,
this 31 day of May, 2023

Notary Public *Amanda Oldham*



My Commission expires 03-02-27 -

NAZA-funded Program Sites for 2023-2024

Name of the Organization Youth Changes

Days a Week of Afterschool Program: 4

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	Yes
Jere Barster	20	Yes
350 Hart Ln Nashville, TN 37207		
Total Number of Students		

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	8:30am – 3:30pm		
Total Number of Students				

Teria W. Davis

5-25-23

Authorized Officer Signature

Date

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA				
Funds For FY 2023 Program				
ORGANIZATION NAME	Youth Changes, Inc.	CONTRACT # (Office Use):		
PROGRAM NAME	Youth Changes	START DATE:	July 1,2023	
ADDRESS	350 Hart Ln.	END DATE:	June 30,2023	
CITY, STATE & ZIP	Nashville, Tn.	CONTACT PERSON	Teia Davis	
FEDERAL ID # (EIN)	20-8150022	CONTACT TELEPHONE	615-972-9796	
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS		OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA
After-School Programs		After-school program starts 09/06/2022 Per slot rate for afterschool is \$1,355		
Salaries and Wages	20,000.00	Number of Staff 2 x 450 hrs @\$25 hourly rate charged to this grant		
Benefits and Taxes	2,000.00	Tax and employees benefits 9.25%, rates for 2 staff charged to this grant		
Total Personnel Expenses	22,000.00			
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	1,500.00	1/3 % of total Cost Charged to this Grant		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	3,600.00	Per Youth Average Cost for 20 Youth (learning supplies, learning software tablets,programs material and t-shirts, games, food, etc.)		
Afterschool/summer transportation	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)		
Field Trips	0.00	Per youth average cost or cost per trip and estimated number of youth participating		
partners	0.00	Any contracted services, including external enhancement partners- cost per contract or per hour/class		
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.		
Total Non-personnel	5,100.00			
Afterschool sub-total	27,100.00			
Summer Programs		Summer program funded in this cycle is July 1-31,2022 and June 1- 30, 2023 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.		
Salaries and Wages	0.00	Number of staff x Number of hours and hourly rate charged to this grant or percentage of salary for each		

Benefits and Taxes	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant		
Total Personnel Expenses	0.00			
Office Supplies	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	0.00	Per youth average cost or cost per purchase type		
Field Trips	0.00	Per youth average cost or cost per trip and estimated number of youth participating		
Professional Fees/Enhancement partners	0.00	Any contracted services, including external enhancement partners- cost per contract or per hour/class		
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.		
Total Non-personnel	0.00			
Summer sub-total	0.00			
TOTAL	27,100.00			
RECIPIENT				
AUTHORIZED SIGNATURE:	JELA DANLØ			
TITLE	Program Director			
DATE	5/31/2023			

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

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

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro") on behalf of Nashville After Zone Alliance (NAZA), and **Youth Journeyz**, ("Recipient"), is for the provision of free and high-quality afterschool programs, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Friday (minimum 4 days per week) during the fall semester (September 5, 2023 to December 8, 2023) and spring semester (January 8 to May 3, 2024), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs.*

Please note that NAZA-funded programs will not begin before Labor Day due to unavailability of MNPS transportation.

NAZA-funded summer program with Youth Journeyz will occur between start July 1, 2023 to June 30, 2024. (not applicable to organizations not providing summer programming)

NAZA-funded activities should support youths' physical, social, emotional, cognitive and academic skills development, help them build purpose through learning, and have relevance to their real-life experiences. Throughout the program day, staff should intentionally infuse opportunities for youth to read, write, speak, and listen as well as allocate time for community building and reflection. When possible, programs should consider encouraging youth to be part of activity design or leading to enable them practice leadership skills. Each day should begin with check-in and snack/meals (when in person). Additional activities may be offered by the NAZA funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

A typical program day should be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

Recipient must ask parents and youth (who are not participating in sports) to commit to attend regularly, on an on-going basis when program is in session, for both fall and spring semesters. **Only youth who have returned a fully completed enrollment form may participate in NAZA-funded programs.**

Requirements for Programming

By initialing each item below, Recipient agrees to the following:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

1. Slb Sl9 **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

2. Slb Sl9 **School Relationships:** Recipient will be actively involved in communicating and collaborating with schools to enhance youth learning. They will participate in planning meetings with school principals and staff, including Community Achieves staff to help meet school outcomes and to track youth progress. Program staff will also meet with principals and school staff when needed or possible to address strategies for program recruitment, retention, and attendance tracking.

Recipient will receive space approval from school administration and follow current CDC guidelines for programming.

3. Slb Sl9 **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth, leading program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, whenever absences begin to develop a pattern, and to confirm an exit/withdrawal if appropriate. Recipient will serve at least 90% of the youth they projected to serve.

Youth with no afterschool options should be the first priority for enrollment in NAZA-funded programs. If spots are available, youth participating in school-sponsored athletics can choose to attend school athletics as a portion of their NAZA-funded program time if they can commit to partially (at least one hour per day) attend NAZA-funded programming and the program has more than one staff on site. Only students participating in at least one hour of programming can benefit from a snack/meal, learning time, and transportation home. Only youth who have returned a fully completed enrollment form, signed by parent/guardian, may participate.

4) Slb Sl9 **Attendance:** Recipient commits to maintain daily attendance, updating the NAZA attendance tracking tool (Salesforce) on a weekly basis (daily direct attendance taking in the Salesforce is strongly recommended); this requires a computer or any other device with internet access. Recipient staff will ensure that youth sign in with their given first and last name daily using the NAZA approved sign-in sheets to verify youth participation. The youth attendance reflected on the sign-in sheet/daily attendance log must match the attendance entered into the Salesforce platform.

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

5) Slb Sl9 **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) Slb Sl9 **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) Slb Sl9 **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2023-2024 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) Slb Sl9 **Branding:** Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

9) 56 **Communication with NAZA:** Recipient will respond to requests from NAZA in a timely manner and provide requested documentation by the associated deadline. All staff changes must be communicated to the NAZA Operations Manager within 24 hours. *This includes staff leaving their positions: staff no longer with the program must be removed from the Salesforce platform by the NAZA Operations Manager in order to comply with FERPA guidelines.*

Any program experiencing challenges either with the host school or program site that threatens the continuity/further existence of the program, must immediately report the situation to NAZA and seek support in resolving the situation. A decision to close a program/site must be reported to NAZA immediately with documented reasons.

10) 56 **Partner Meetings:** Key staff and program directors from each NAZA-funded program site are expected to participate in the NAZA learning community by attending **Partner Meetings** four times during the school year. Meeting dates will be shared before the start of the school year.

11) 56 **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

All staff members are strongly encouraged to attend trainings on specific skills/growth practices developed under the Vision for Holistic Youth Development, such as Communication, Emotional Intelligence, etc.

12) 56 **Evaluation Tools:**

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

a) **A Baseline Assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-self-assessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

c) **A follow-up YPQA/SEL PQA self-assessment at the end of the school year**, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey, Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.

g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.

j) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

13) Sl **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.

14) Sl **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.

14) Sl **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

14) Sl **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

Operational Policies:

Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

with limits not less than one million dollars each occurrence. Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.

- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (**see Annex 4**) and maintain relevant documentation to verify compliance with the policies.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2023-2024 Performance Indicators specific to the Recipient (**see Annex 6**).
- **Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program.** Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2023-2024 school year, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in Corrective Action. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **\$78,300.00 (20 Slots for Afterschool, and 20 Slots for Summer)** The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. 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 Recipient.

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

- C.2. **Use of Funds.** NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

Recipient can expect to receive three payments during the contracted year.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

First invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 10th, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2023-2024 school year will be processed after June 30th.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit.

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amounts will be returned to Metro.

Recipient must send all invoices to:

Nashville After Zone Alliance
615 Church St,
Nashville, TN 37219
or emailed to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 10th, 2024

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program Report

All grantees must submit programmatic report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 10th, 2024

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit an Mid-Year Program Report, to be received by xxxx, by no later than February 17, 2023, and a Final Program Report, to be received by July 10th. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.13.1 Proof of Insurance

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.13.2 General Liability Insurance

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

D.13.3 Automobile Liability Insurance

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

D.13.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.13.5 Sexual Molestation and Abuse Insurance

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

D.13.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.13.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

- D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.
- The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D.23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

- D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
NAZA Communications Manager
615 Church Street
Nashville, TN 37219
(615) 862-5894

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
[615-862-5800](tel:615-862-5800) ext. [73731](tel:615-862-5800)

Recipient

Shaleshia Vaughn ***Director***
Youth Journeyz
Address: 830 Henry Hale Place
Nashville, TN 37203
Phone # 615-905-6295

- D.26. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.

- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.28. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

- | | |
|---|---|
| <u>Annex 1</u> – Metro Invoice Template | <u>Annex 5</u> – Partner Data-Sharing Sub-Agreement |
| <u>Annex 2</u> – Expenditure Report Template | <u>Annex 6</u> – Performance Indicators |
| <u>Annex 3</u> – Budget | <u>Annex 7</u> – Enrollment form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Journeyz, Contract # _____ May 16, 2023

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NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke
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Interim Library Director

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Youth Journeyz

Shaleshia Vaughn
By: *Shaleshia Vaughn*

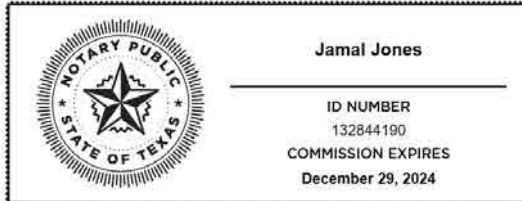
Name
Title: Authorized Officer

State of Texas; County of Harris

Sworn to and subscribed to before me a Notary Public,
this 1st day of June, 2023

Notary Public
Dated for: 06/01/2023

Jamal Jones Jamal Jones



Notarized online using audio-video communication

My Commission expires 12/29/2024 -

NAZA-funded Program Sites for 2023-2024

Name of the Organization YOUTH JOURNEYZ

Days a Week of Afterschool Program: 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	Yes
Dupont Hadley	10	YES
Neely Bend Lead	10	YES
Total Number of Students	20	*Per conversation Teriz Fahmy, YJ' is only permitted up to 20 students as a new partner

If applicable, provide **Summer Programming information**

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame	July 2023 Programming Dates	Proposed June 2024 Programming Dates
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	8:30am – 3:30pm		
New Life Church- Old Hickory 110 Park Circle Old Hickory, TN 37138	20	8:30am-6:30pm	July 3rd-28th	June 3rd-28th,2024
Total Number of Students	20			

Shaleshia Vaughn

5/26/2023

Authorized Officer Signature

Date

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2024 Program**

ORGANIZATION NAME: Youth Journeyz	CONTRACT # (Office Use):			
PROGRAM NAME: Youth Journeyz	START DATE: 9/5/23			
ADDRESS: 110 Park Circle	END DATE: 6/30/24			
CITY, STATE & ZIP: Old Hickory, TN 37138	CONTACT PERSON: Shaleshia Vaughn			
FEDERAL ID # (EIN): 86-1913014	CONTACT TELEPHONE: (615) 905-6295			

COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS	OTHER FUNDING Funding amount from other sources invested in serving the same number of slots requested from NAZA	Grantor name
After-School Programs		After-school program starts 09/05/2023 Per slot rate for afterschool is \$1,355	n/a	n/a
Salaries and Wages	13,550.00	100% of this unit includes all wages for weekly program for (2 shifts) (teachers, assistant teachers, director etc.)		
Benefits and Taxes	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant		
Total Personnel Expenses	13,550.00			
Office Supplies	0.00			
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	1,505.55	100% of this unit includes cost for space lease to facilitate programming		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	1,505.55	100% of this unit includes total cost for business insurance coverage		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	3,763.90	100% of this unit includes but not limited to supplies, food, educational software & curriculum, games, event uniforms, facilitating materials and equipment, etc.		
Transportation	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)		
Field Trips	3,011.10	100% of this unit includes costs for enrichment activity/field-trips such as bowling, movies and staff and chaperones		
partners	0.00	Any contracted services, including external enhancement partners- cost per contract or per hour/class		
Other Non-Personnel	3,763.90	100% of this unit cost includes but not limited nonpersonnel expenses/ fees as well as equipment, supplies and materials (I.e; First Aid Kit, Cleaning Supplies) etc.		
Indirect Cost		Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.		
Total Non-personnel	13,550.00			
Afterschool sub-total	27,100.00			

Summer Programs		Summer program funded in this cycle is July 1-31,2023 and June 1- 30, 2024 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth slot for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.		
Salaries and Wages	25,600.00	100% of this unit includes all wages for weekly program for (2 shifts) (teachers, assistant teachers, director etc.)		
Benefits and Taxes	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant		
Total Personnel Expenses	25,600.00			
Office Supplies	500.00	100% of this unit cost includes office supplies such as staples and stapler, ink, pen and paper, binders file folders markers, etc.		
Communications	1,000.00	100% of this unit includes costs to Network Provider for but not limited to telecommunication services such as phones and internet expenses		
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	3,000.00	100% of this unit cost includes cost for space lease to facilitate program		
Equipment Rental and Maintenance	926.67	100% of this unit cost includes cost for equipment maintenance and repair		
Printing and Publications	1,500.00	100% of this unit cost includes but not limited to cost of advertising and public relation, web-based database, flyers, US mailed communication and marketing		
Travel/Conferences & Meetings	4,000.00	100% of this unit cost includes travel and tuition, professional development conferences and meetings as well as licensing and certification etc. including milage, parking and other travel unit cost		
Insurance	1,600.00	100% of this unit includes cost for additional passenger transport insurance coverage		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	4,333.33	100% of this unit includes but not limited to supplies, food, educational software & curriculum, games, event uniforms, facilitating materials and equipment, etc.		
Field Trips	6,240.00	100% of this unit includes costs for enrichment activity/field-trips such as but not limited to bowling, movies (including staff + chaperones)		
Professional Fees/Enhancement partners	500.00	100% of this unit includes anything else that is part of programming cost but is not listed above such as counselors, professional fees such as Yoga Instructor, Professional Artist etc.		
Other Non-Personnel	2,000.00	100% of this unit cost includes but not limited nonpersonnel expenses/ fees as well as equipment, supplies and materials (I.e; First Aid Kit, Cleaning Supplies) etc.		
Indirect Cost		Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. The Indirect cost requests must be accompanied by agency's cost allocation plan.		
Total Non-personnel	25,600.00			
Summer sub-total	51,200.00			
TOTAL	78,300.00			
RECIPIENT	Shaleshia Vaughn			
AUTHORIZED SIGNATURE:	<i>Shaleshia Vaughn</i>			
TITLE	Director			
DATE	5/30/2023			

Resolution No. RS2023 _____

A resolution appropriating a total of \$501,444.80 from a certain account of the Community Safety Fund for a grant to The Community Foundation of Middle Tennessee, Inc.

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

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

WHEREAS, the Mayor's Office has recommended that a total of \$501,444.80 of the funds appropriated for community safety grants in the Budget Ordinance (Substitute BL2022-1248), be distributed to The Community Foundation of Middle Tennessee, Inc.; and,

WHEREAS, the grant funds will be utilized to provide organizational capacity building to nonprofit organizations; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that these funds be appropriated to The Community Foundation of Middle Tennessee, Inc.

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

Section 1. There is hereby appropriated \$501,444.80 from Fund No. 30164 to fund a grant to The Community Foundation of Middle Tennessee, Inc., to be used to provide organizational capacity building to nonprofit organizations.

Section 2. The grant contract between the Metropolitan Government of Nashville and Davidson County and The Community Foundation of Middle Tennessee, Inc., attached hereto and incorporated herein, is hereby approved.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

INTRODUCED BY:

Kelly Flannery
Kelly Flannery, Director
Department of Finance

Jill Spivey

APPROVED AS TO FORM AND LEGALITY:

Member(s) of Council

Marki Ska
Assistant Metropolitan Attorney



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**JOHN COOPER
MAYOR**

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

Nashville Metropolitan City Council Members,

Please find in the attached packet a proposed resolution for funding for the Community Foundation of Middle Tennessee for a technical assistance grant with the Mayor's Office of Community Safety's program "The Village", submitted here as a late filing.

Due to required confirmation of the availability of funds and fund account numbers, this application was submitted on Friday afternoon of June 9, past the 12 PM deadline for inclusion in on-time submissions. It unfortunately was not possible to file this proposed resolution before the deadline.

It is submitted here as a late filing rather than being held back until the sequential meeting due to the nature of the contract in question. This provides technical assistance, including funding for professional development, grant writing, and audit support, to members of the Mayor's Initiative "The Village". The preceding contract for this work concludes on June 30, 2023, and this Council meeting is the last opportunity to submit this resolution for consideration before that deadline. Including it in the June 20 Council meeting would allow for non-interruption of services for members of the Village. In the event the contract was not passed at the June 20 meeting, services would need to be halted until such time as a new contract was implemented.

Thank you kindly for your understanding and consideration.

A handwritten signature in black ink that reads "Ronald K. Johnson".

Ronald K. Johnson
Director, Mayor's Office of Community Safety

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
The Community Foundation of Middle Tennessee, Inc., Contract # _____**

**GRANT CONTRACT
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC.**

This Grant Contract issued and entered into pursuant to Resolution RS2023_____, by and between the Metropolitan Government of Nashville and Davidson County (“Metro”), and The Community Foundation of Middle Tennessee, Inc. (“Recipient” or “CFMT”), is for the provision of organizational capacity building to nonprofit organizations, as further defined in the "SCOPE OF PROGRAM". Additional documents including Recipient’s audit are incorporated herein by reference as attachments A-F.

A. SCOPE OF PROGRAM:

A.1. The Recipient will use the grant funds as follows:

The Metro Nashville Mayor's Office, Office of Community Safety (“OCS”) has funds referred to as the Community Safety Partnership Fund (“CSPF”) that have been designated to support grassroots organizations aligned with its mission. The CSPF's mission is to improve community safety by enhancing endogenous services for socially vulnerable populations.

Recipient shall provide qualifying nonprofits whose missions align with the priorities of the CSPF professional nonprofit development consulting services, facilitation of weekly meetings and technical support, as well as provide fiscal sponsorship for pre-approved Grant Writing and CPA services, events delivery, and software services.

Recipient shall:

- Build participant operational capacity to increase their impact within community safety
- Offer training and technical assistance to support future funding opportunities
- Allocate staff and consultants to coach and mentor Metro grantees
- Manage a process for the preparation of independent fiscal documentation as needed for receiving grants from the CSPF and retain one or more certified professional accountants with experience working with grassroots nonprofits to assist nonprofits
- Offer financial education that builds the foundational skills for organizations to prepare for a financial audit
- Identify, propose, and implement other related services that meet the requirements of this contract and budgeted amount. New proposed services must be approved by the Mayor's Office before starting work or seeking reimbursement
- Develop a quarterly workplan

These funds will be used to achieve the following minimum set of outcomes:

- Utilize at least 75% of the available Professional Services budget.
- Utilize at least 75% of the available Consulting & Mentoring budget.
- Furnish a structured process that supports Metro compliance and reporting standards and ensures that organizations remain in good standing.
- Match specific grantees with audit preparation services.
- Match specific grantees with audit education services.

Types of programs that align with CSPF goals include (but are not limited to) those that are focused on the following:

- Crime prevention
- Neighborhood development
- Substance abuse treatment

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
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- Job training, employment, and business development services
- Recreational, childcare, education, and social activities for youth
- Mitigating financial risk for socially vulnerable populations
- Emergency housing, utility, and basic needs assistance
- Missions that serve socially vulnerable organizations

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachments A and B. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will commence on June 21, 2023 and end on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$501,444.80. The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

Recipient may invoice for \$200,000 upon approval of the Grant Contract.

Recipient may invoice quarterly for up to \$75,361.20.

Receipts must be available for all claimed expenses.

Recipient must send all invoices to **Metro Payment Services, PO Box 196301, Nashville TN 37219-6301.**

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
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Final invoices for the contract period should be received by Metro Payment Services by July 15, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Mayor's Office, within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- C.9. **Grant Subject to Availability of Funds.** This Grant Contract is subject to the availability of funds. In the event that funds are unavailable, Metro reserves the right to terminate this Grant Contract upon provision of written notice to Recipient. Metro's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by Metro. Upon provision of written notice to Recipient, Recipient shall cease all work associated with this Grant Contract. Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- D. **STANDARD TERMS AND CONDITIONS:**
 - D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
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- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Non-profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit an Interim Program Report, to be received Mayor's Office, no later than February 17, 2024, and a Final Program Report, to be received by Mayor's

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
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Office, within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.

- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.15. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.16. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro

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shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.

- D.17. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.18. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.20. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith,

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as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.23. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Mayor's Office
1 Public Square,
Nashville, TN 37201
(615) 492-1932

For enquiries regarding invoices:
Mayor's Office
1 Public Square,
Nashville, TN 37201
(615) 492-1932

☎

Recipient

Hal Cato, CEO
The Community Foundation of Middle Tennessee, Inc.
3421 Belmont Blvd
Nashville, TN 37215
(615) 364-3273

D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.25. **Certification Regarding Debarment and Convictions.**

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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
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- i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).
- D.26. **Severability.** Should any provision of this Grant Contract be declared to be invalid by a court of competent jurisdiction, or otherwise rendered invalid or unenforceable, such provision shall be severed and shall not affect the validity of the remaining provisions of this Grant Contract.
- D.27. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

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

APPROVED AS TO AVAILABILITY OF
FUNDS:

Kelly Flannery
Director of Finance

**RECIPIENT: THE COMMUNITY FOUNDATION
OF MIDDLE TENNESSEE, INC.**

DocuSigned by:
By: Hal Cato
40053BC32EB1465...

Title: Hal Cato, CEO

Date: 6/8/2023

APPROVED AS TO FORM AND
LEGALITY

Proki Ste
Metropolitan Attorney

BC

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

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TABLE OF CONTENTS OF ATTACHMENTS

- A. Grant Spending Plan
- B. Spending Plan Addendum
- C. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Documentation
- D. Tennessee Secretary of State Nonprofit Confirmation
- E. Annual audit conducted by an independent CPA in accordance with generally accepted auditing standards
- F. Non-profit Grants Manual Receipt Acknowledgment

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A. Grant Spending Plan

RECIPIENT NAME:	The Community Foundation of Middle Tennessee, Inc.
------------------------	--

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: June 21, 2023 – June 30, 2024				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$96,000		\$96,000
	Benefits and Taxes (34%)	\$32,640		\$32,640
	Professional Fees	\$285,000		\$285,000
	Supplies	\$5,000		\$5,000
	Communications	\$15,000		\$15,000
	Postage and Shipping	\$0		\$0
	Occupancy	\$0		\$0
	Equipment Rental and Maintenance	\$0		\$0
	Printing and Publications	\$0		\$0
	Travel/ Conferences and Meetings	\$35,000		\$35,000
	Insurance	\$0		\$0
	Specific Assistance to Individuals	\$0		\$0
	Other Non-Personnel	\$32,804.80		\$32,804.80
	GRAND TOTAL	\$501,444.80		\$501,444.80

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B. Spending Plan Addendum

		FY24 Budget
Salaries & Wages	Staffing	\$96,000.00
Benefits		\$32,640.00
Operating Costs		
	Technology and Software	\$5,000.00
	Marketing & Communications	\$15,000.00
	Training/Professional Development	\$5,000.00
Professional Services	Member Consulting	\$45,000.00
	Workshops	\$50,000.00
	Grant Writing	\$75,000.00
	Events	\$30,000.00
	Audits	\$75,000.00
	Membership Services	\$40,000.00
Admin Fee	Program Fee	\$32,804.80
	Grand Total	\$501,444.80

Salaries & Wages:
Allocation: \$96,000

CFMT shall hire dedicated staff to fulfill program management responsible for delivering dedicated services to Nashville's grassroots community nonprofit organizations whose missions align with CSPF priorities. Program management focuses on building strong relationships with community stakeholders, facilitating partnerships, and implementing engagement initiatives to support the overarching goal of community development and engagement to reach a wider audience.

Job Summary: Program management is part of a team working to collectively "move the needle" on community wellbeing outcomes. Program management is responsible for supporting projects or work streams that are a part of a larger collective impact strategy.

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Program management works with various project team members (internal and external) including the nonprofit members, Nashville Metropolitan Mayor's Office, and other stakeholders and community partners to develop timelines, create schedules, oversee work stream progress to make sure goals are met on time.

- Keeping technical communications platforms up to date with pertinent information.
- Measuring outcomes, outputs, and impact of the OCS and CFMT's engagement with nonprofit organization members.
- Providing technical assistance of technical communications platforms to nonprofit organization members with a maximum two (2) business day response time, within standard business hours.
- All reasonable accommodations for equipment needed to perform work tasks, e.g., laptop, work phone, shall be provided by CFMT.
- Hiring shall conform as much as possible to the following Job Description:

Coordinating training and development projects, monitoring of budgets, project risks and data/outcome tracking are essential parts of the role.

Coordinating Project Activities:

- Supports the tactical implementation of strategic initiatives and projects in partnership with OCS
- Builds identity as a respected, neutral convener of community stakeholders. Ability to influence without authority to maintain the collaborative's momentum.
- Provides technical assistance in implementing innovative and research-backed best practices and documentation of projects, budgets, timelines, etc.
- Convenes partners and facilitates activities to ensure that networks maintain momentum, achieve objectives, and deliver results
- Prepares regular progress reports and status updates as needed. Tracks and monitors budgets, outcomes, and timelines.
- Communicates project issues and risks and proposes potential solutions to project team members.

Coordinating Member's Services:

- Act as a primary point of contact for member organizations, ensuring effective communication and understanding of their specific needs and requests.
- Respond to professional service requests from member organizations, providing informed and timely assistance in coordinating and fulfilling their service needs.
- Coordinate and schedule workshops based on high demand requests, ensuring that experts with appropriate competence are engaged to deliver relevant and impactful sessions, at least 30 days in advance.

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- Collaborate with internal teams to assess the needs of member organizations and develop tailored workshop content that addresses their specific challenges and goals.
- Facilitate the logistics and organization of workshops, including venue selection, participant registration, and resource allocation.
- Ensure the delivery of workshops is of the highest quality, monitoring participant satisfaction and adjusting content or format as needed to meet evolving needs.
- Maintain a database of consultants and experts, continuously expanding the network to ensure a diverse range of perspectives and knowledge.
- Stay up to date with industry trends, best practices, and emerging topics to identify potential workshop themes and areas for professional development.
- Provide regular reports and analysis on consultant requests, workshop attendance, and participant feedback to inform strategic decision-making and improve service delivery.

Supporting Continuous Improvement:

- Supports gathering and entering information into a shared measurement system that tracks outcomes and indicators, using results to inform learning and continuous improvement
- Coordinates development of work plans and milestones, tracks progress and presents results to internal and community stakeholders

Inspiring Collaboration:

- Cultivates relationships with community members, partners, and funders to ensure effective mobilization of local resources.
- Supports partners in gathering and preparing information for funding proposals
- Provides "backbone support" to collective community efforts to ensure tangible progress is made.

Qualifications:

- Proactive and resourceful in an entrepreneurial environment
- Strong facilitation skills and a track record of coordinating high performing teams and/or programs
- Experience managing state and federally funded programs or services
- Attention to detail and ability to understand, analyze and track data and metrics to show impact
- Exceptional communication and relationship building skills
- Track record of implementing vision into action and demonstrating measurable results
- Demonstrated understanding of policy and systems change framework and knowledge of approaches to promote health, address root cause and eliminate inequities in health outcomes

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- 2-3 years of professional experience in community development, health, education, nonprofit program coordination or philanthropy
- Minimum of bachelor's degree required

Benefits: \$32,640.00 is allocated toward employee benefits, if offered by CFMT, which includes expenses such as healthcare coverage, retirement contributions, and other related benefits for dedicated staff. Calculated at 34%.

Supplies: \$5,000.00 toward the total cost of the acquisition, maintenance, and licensing of technology tools and software systems to enhance productivity and streamline operations.

Communications: \$15,000.00 designated for marketing strategies, including digital and traditional advertising, public relations, and communication efforts aimed at increasing awareness of services and impact.

Travel Conferences/Meetings includes staff training/travel:

Training/Professional Development: \$5,000.00

This allocation is set aside for ongoing professional development opportunities for staff member, enabling them to enhance skills and stay updated with the latest trends and best practices.

Direct program costs are allocated toward organizing networking events and conferences for nonprofits, providing professional services, professional development for nonprofit leaders, and offering direct grants to small nonprofits.

Travel Conferences/Meetings includes nonprofit client networking events, and fundraising events:

Events and Networking (Nonprofits): \$30,000.00

This allocation is dedicated to organizing events and networking opportunities for the nonprofits served. These events foster collaboration, knowledge-sharing, and networking among organizations, enabling them to learn from one another and establish valuable connections. These funds are also reserved for community engagement events such as conferences, seminars, or fundraising events.

Professional Services:

CFMT will offer a range of professional services to support the growth and sustainability of small nonprofits. The following allocations have been made to cover these services:

Member Consulting: \$45,000.00

Funds are allocated to provide consulting services to member organizations, offering guidance, expertise, and customized support in areas including but not limited to operational fundamentals, board governance and development, strategic

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
The Community Foundation of Middle Tennessee, Inc., Contract # _____**

planning, program development, fundraising/revenue development, executive coaching, financial acumen/compliance, and marketing/branding.

Workshops: \$50,000.00

Funds are allocated to organize workshops and training sessions, which aim to equip nonprofit professionals with the necessary skills, knowledge, and tools to excel in their roles and enhance the impact of their organizations.

Grant Writing: \$75,000.00

This allocation is dedicated to supporting small nonprofits by providing grant writing assistance. Professional consultants help them develop compelling grant proposals to secure additional funding for their projects and programs.

Audits: \$75,000.00

An allocation toward professional audit expenses, ensuring transparency, accountability, and compliance with regulatory requirements.

Membership: \$40,000.00

Allocation for nonprofit organization members to receive full membership status to relevant service organizations including member benefits.

Non-Personnel: \$32,804.80

Administrative fees for fiscal sponsorship at 7%.

ATTACHMENT C

Internal Revenue Service 501(c)(3) Tax-Exempt Organization Documentation

INTERNAL REVENUE SERVICE
 DISTRICT DIRECTOR
 401 W. PEACHTREE ST, NW
 ATLANTA, GA 30365-0000

DEPARTMENT OF THE TREASURY

Date:

Employer Identification Number:
 62-1471787

Case Number:
 686093098

NASHVILLE AREA COMMUNITY FOUNDATION
 INC
 210 23RD AVENUE
 NASHVILLE, TN 37203

Contact Person:
 EP/EO CUSTOMER SERVICE UNIT

Contact Telephone Number:
 (410) 942-6058

Our Letter Dated:
 February 25, 1992

Addendum Applies:
 Yes

Dear Applicant:

-- This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

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

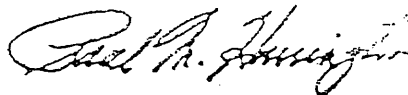
Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

-2-

NASHVILLE AREA COMMUNITY FOUNDATION

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Paul A. Herington".

District Director

Enclosure;
Addendum

ATTACHMENT D

Tennessee Secretary of State Nonprofit Confirmation



Click here to learn how to create an account and submit filings on the new Charity and Business Filing System.

Registered Charities Search

[Home](#) [How to use this search](#) [Back to Searches](#)

community foundation of middle tennessee

CO Number

City

Search

Clear

	CO Number ▼	Name ↑ ▼	Other Names Used ▼	Status ▼	City ▼	State ▼	Registration Date ▼
Details	CO1769	COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC.		Active	NASHVILLE	TN	11/13/1991



Tre Hargett
Secretary of State

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

Filing Information

Name: COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC.

General Information

SOS Control #	000242991	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	07/26/1991
	07/26/1991 3:16 PM	Fiscal Year Close	12
Status:	Active		
Duration Term:	Perpetual		
Public/Mutual Benefit:	Public		

Registered Agent Address

HAL CATO
3421 BELMONT BLVD
NASHVILLE, TN 37215

Principal Address

FINANCE DEPT
3421 BELMONT BLVD
NASHVILLE, TN 37215

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

<u>Date Filed</u>	<u>Filing Description</u>	<u>Image #</u>
03/30/2023	2022 Annual Report	B1367-3268
	Principal Address 1 Changed From: 3833 CLEGHORN AVE To: 3421 BELMONT BLVD	
	Principal Address 3 Changed From: ELLEN LEHMAN To: FINANCE DEPT	
	Principal Postal Code Changed From: 37215-2519 To: 37215	
	Registered Agent First Name Changed From: ELLEN To: HAL	
	Registered Agent Last Name Changed From: LEHMAN To: CATO	
	Registered Agent Physical Address 1 Changed From: 144 ENSWORTH AVE To: 3421 BELMONT BLVD	
	Registered Agent Physical Postal Code Changed From: 37205-2002 To: 37215	
02/08/2022	2021 Annual Report	B1159-0499
01/13/2021	2020 Annual Report	B0969-4581
02/04/2020	2019 Annual Report	B0811-0989
03/05/2019	2018 Annual Report	B0663-6623
03/02/2018	2017 Annual Report	B0511-0532
02/15/2017	2016 Annual Report	B0346-3804
03/21/2016	2015 Annual Report	B0217-9594
06/15/2015	2014 Annual Report	B0112-7079
06/02/2015	Notice of Determination	B0107-0646

Filing Information

Name: COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC.

02/11/2014	2013 Annual Report	7284-2430
	Principal Address 3 Changed From: MARY CORRIGAN To: ELLEN LEHMAN	
09/11/2013	Assumed Name	7240-0411
	New Assumed Name Changed From: No Value To: Middle Tennessee Community Foundation, Inc.	
09/11/2013	Assumed Name	7240-0412
	New Assumed Name Changed From: No Value To: The Community Foundation, Inc.	
09/11/2013	Assumed Name	7240-0413
	New Assumed Name Changed From: No Value To: Nashville Area Community Foundation, Inc.	
09/11/2013	Assumed Name	7240-0414
	New Assumed Name Changed From: No Value To: Nashville Community Foundation	
01/18/2013	2012 Annual Report	7133-2510
	Principal Address 3 Changed From: No value To: MARY CORRIGAN	
03/02/2012	2011 Annual Report	7006-0426
	Principal Address 2 Changed From: # 400 To: STE 400	
	Principal County Changed From: No value To: DAVIDSON COUNTY	
04/05/2011	2010 Annual Report	A0069-1972
04/01/2010	2009 Annual Report	A0016-2320
02/12/2009	2008 Annual Report	6446-2274
04/18/2008	Assumed Name	6301-0448
04/18/2008	Assumed Name	6301-0450
04/18/2008	Assumed Name	6301-0452
04/18/2008	Assumed Name	6301-0454
01/18/2008	2007 Annual Report	6183-2070
03/20/2007	2006 Annual Report	5991-1729
03/29/2006	2005 Annual Report	5742-0094
03/21/2005	2004 Annual Report	5397-0494
02/05/2004	2003 Annual Report	5027-2307
03/06/2003	Assumed Name Renewal	4745-0360
03/06/2003	Assumed Name Renewal	4746-0457
03/06/2003	Assumed Name Renewal	4746-0459
03/06/2003	Assumed Name Renewal	4746-0463
01/22/2003	2002 Annual Report	4703-0972
	Principal Address Changed	
	Mail Address Changed	
01/24/2002	2001 Annual Report	4401-0484

Filing Information

Name: COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC.

01/11/2001	2000 Annual Report	4087-1033
07/20/2000	1999 Annual Report	3955-1420
06/16/2000	Notice of Determination	ROLL 3932
04/13/1998	Articles of Amendment	3495-1930
Name Changed		
04/13/1998	Assumed Name	3495-1931
04/13/1998	Assumed Name	3495-1932
04/13/1998	Assumed Name	3495-1933
02/17/1998	Assumed Name Renewal	3452-3396
03/15/1995	CMS Annual Report Update	2975-2318
Principal Address Changed		
04/12/1993	Assumed Name	2679-1950
08/03/1992	CMS Annual Report Update	2518-0190
Fiscal Year Close Changed		
01/28/1992	Articles of Amendment	2366-0004
10/08/1991	Articles of Amendment	2283-0312
07/26/1991	Initial Filing	2229-1209
Active Assumed Names (if any)		Date Expires

ATTACHMENT E

Annual audit conducted by an independent CPA in accordance with generally accepted auditing standards

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC.
AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NASHVILLE, TENNESSEE

CONSOLIDATED FINANCIAL STATEMENTS,
ADDITIONAL INFORMATION
AND
INDEPENDENT AUDITOR'S REPORTS

DECEMBER 31, 2021 AND 2020

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC.
AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NASHVILLE, TENNESSEE

CONSOLIDATED FINANCIAL STATEMENTS,
ADDITIONAL INFORMATION
AND
INDEPENDENT AUDITOR'S REPORTS

DECEMBER 31, 2021 AND 2020

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THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC.
AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NASHVILLE, TENNESSEE

CONSOLIDATED FINANCIAL STATEMENTS,
ADDITIONAL INFORMATION
AND
INDEPENDENT AUDITOR'S REPORTS

DECEMBER 31, 2021 AND 2020

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THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC.

BOARD OF DIRECTORS AND BOARD OF TRUSTEES

December 31, 2021

Board Officers

Decosta Jenkins, Chair
Jack Turner, Secretary
Lyle Beasley, Treasurer
Ellen Lehman, President

Board of Directors

Will Alexander
Hugh Atkinson
Jamie Cheek
Waverly Crenshaw, Jr.
Beth DeBauche
Shari Dennis
Mark Emkes
Sara Finley
Julie Frist
Herb Fritch
Eddie George
Jim Gingrich
Max Goldberg
Ray Guzman
Christine Karbowskiak
Cary Mack
Andrew May
Will Morrow
Dr. Turner Nashe, Jr.
Larry Papel
Dee Patel
Wayne Smith
Holly Sullivan
Paul Stumb
Gail Williams
Jay Williams
Alan Young

Board of Trustees

Judy Liff Barker
Jack Bovender, Jr.
Charles Cook, Jr.
Ronald Corbin
Bob Corker
Richard Eskind
Farzin Ferdowsi
John Ferguson
Stephen Flatt
Ben Freeland
Thomas Frist, Jr.
Alberto Gonzales
Joel Gordon
Kerry Graham
Carl Haley
Aubrey Harwell, Jr.
Carol Hudler
Catherine Jackson
William Koch Jr.
Kevin Lavender
Robert Lipman
Bert Mathews
Donna Nicely
Susan Simons
Deborah Taylor Tate
Charles Trost
Steve Underwood
Betsy Walkup
Jerry Williams



INDEPENDENT AUDITOR'S REPORT

The Board of Directors
The Community Foundation of Middle Tennessee, Inc. and Subsidiaries
Nashville, Tennessee

REPORT ON THE AUDIT OF THE CONSOLIDATED FINANCIAL STATEMENTS

OPINION

We have audited the accompanying consolidated financial statements of The Community Foundation of Middle Tennessee, Inc. and Subsidiaries (collectively, the "Foundation"), which comprise the consolidated statements of financial position as of December 31, 2021 and 2020, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of The Community Foundation of Middle Tennessee, Inc. and Subsidiaries as of December 31, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

BASIS FOR OPINION

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

RESPONSIBILITIES OF MANAGEMENT FOR THE CONSOLIDATED FINANCIAL STATEMENTS

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

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

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE CONSOLIDATED FINANCIAL STATEMENTS

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

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

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

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

REPORT ON SUPPLEMENTARY INFORMATION

Our audits were conducted for the purposes of forming an opinion on the consolidated financial statements as a whole. The accompanying Board of Directors and Board of Trustees listing on page i and the schedule of expenditures of federal awards on pages 27-28, as required by the State of Tennessee Audit Manual and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, respectively, are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information on pages 27-28 has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information on pages 27-28 is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

The board of directors and board of trustees listing on page i has not been subjected to the auditing procedures in the audit of the consolidated financial statements and, accordingly, we express no opinion or provide any assurance on it.

OTHER REPORTING REQUIRED BY *GOVERNMENT AUDITING STANDARDS*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 28, 2022 on our consideration of the Foundation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Foundation's internal control over financial reporting or on compliance. The report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Foundation's internal control over financial reporting and compliance.



Nashville, Tennessee
July 28, 2022

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
ASSETS		
Cash	\$ 43,198,230	\$ 41,380,492
Other receivables	337,590	396,997
Investments	493,950,591	435,840,949
Beneficial interest in lead trusts	74,889,185	78,825,394
Property and equipment - at cost, less accumulated depreciation	<u>9,738,557</u>	<u>7,937,326</u>
TOTAL ASSETS	<u>\$ 622,114,153</u>	<u>\$ 564,381,158</u>
LIABILITIES		
Accounts payable and accrued expenses	\$ 54,097	\$ 176,493
Grants payable	42,667	1,833,296
Deferred revenue	16,000	2,300,270
Agency funds liability	<u>16,340,106</u>	<u>12,395,053</u>
TOTAL LIABILITIES	<u>16,452,870</u>	<u>16,705,112</u>
NET ASSETS		
Without donor restrictions:		
Board-directed	23,727,212	20,802,634
Field-of-interest	107,914,677	94,184,452
Designated	46,280,977	42,010,462
Scholarship	22,956,678	20,749,950
Donor-advised	<u>327,351,405</u>	<u>288,674,968</u>
Total net assets without donor restrictions	<u>528,230,949</u>	<u>466,422,466</u>
With donor restrictions:		
Charitable lead trusts	74,889,185	78,825,394
Certain bequests	<u>2,541,149</u>	<u>2,428,186</u>
Total net assets with donor restrictions	<u>77,430,334</u>	<u>81,253,580</u>
TOTAL NET ASSETS	<u>605,661,283</u>	<u>547,676,046</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 622,114,153</u>	<u>\$ 564,381,158</u>

See accompanying notes to consolidated financial statements.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

CONSOLIDATED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021			2020		
	NET ASSETS WITHOUT DONOR RESTRICTIONS	NET ASSETS WITH DONOR RESTRICTIONS	TOTAL	NET ASSETS WITHOUT DONOR RESTRICTIONS	NET ASSETS WITH DONOR RESTRICTIONS	TOTAL
SUPPORT AND REVENUE						
Contributions	\$ 68,991,680	\$ -	\$ 68,991,680	\$ 63,527,501	\$ 14,199,772	\$ 77,727,273
In-kind contributions	73,407	-	73,407	76,180	-	76,180
Government grants	12,646,990	-	12,646,990	54,276,730	-	54,276,730
Fundraising events	1,324,778	-	1,324,778	767,018	-	767,018
Less: direct benefits to donors	(282,839)	-	(282,839)	(141,186)	-	(141,186)
Investment income (loss), net	49,802,516	263,256	50,065,772	43,078,342	271,188	43,349,530
Change in value of split-interest gifts	-	2,485,429	2,485,429	-	5,769,613	5,769,613
Other	89,100	-	89,100	43,455	-	43,455
Net assets released resulting from satisfaction of donor restrictions	6,571,931	(6,571,931)	-	5,942,360	(5,942,360)	-
TOTAL SUPPORT AND REVENUE	139,217,563	(3,823,246)	135,394,317	167,570,400	14,298,213	181,868,613
EXPENSES						
Program services	72,751,155	-	72,751,155	121,108,738	-	121,108,738
Supporting services:						
Management and general	1,738,809	-	1,738,809	1,827,198	-	1,827,198
Fundraising	2,919,116	-	2,919,116	2,629,793	-	2,629,793
TOTAL EXPENSES	77,409,080	-	77,409,080	125,565,729	-	125,565,729
CHANGE IN NET ASSETS	61,808,483	(3,823,246)	57,985,237	42,004,671	14,298,213	56,302,884
NET ASSETS:						
Beginning of year	466,422,466	81,253,580	547,676,046	424,417,795	66,955,367	491,373,162
End of year	\$ 528,230,949	\$ 77,430,334	\$ 605,661,283	\$ 466,422,466	\$ 81,253,580	\$ 547,676,046

See accompanying notes to consolidated financial statements.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021				2020			
	PROGRAM SERVICES	SUPPORTING SERVICES		TOTAL FUNCTIONAL EXPENSES	PROGRAM SERVICES	SUPPORTING SERVICES		TOTAL FUNCTIONAL EXPENSES
		MANAGEMENT AND GENERAL	FUNDRAISING			MANAGEMENT AND GENERAL	FUNDRAISING	
Grants	\$ 70,285,303	\$ -	\$ -	\$ 70,285,303	\$ 118,570,099	\$ -	\$ -	\$ 118,570,099
Compensation	1,423,562	876,038	1,350,559	3,650,159	1,379,558	848,959	1,308,812	3,537,329
Other employee benefits	222,025	136,631	210,639	569,295	212,714	130,901	201,806	545,421
Payroll taxes	100,519	61,858	95,365	257,742	98,044	60,335	93,016	251,395
Events and meetings	-	5,678	562,075	567,753	-	2,358	233,459	235,817
Professional fees	194,364	188,647	188,647	571,658	226,785	220,114	220,114	667,013
Marketing	156,559	151,954	151,954	460,467	219,321	212,870	212,870	645,061
Office expenses	87,993	85,405	85,405	258,803	63,717	61,843	61,843	187,403
Information technology	83,296	80,846	80,846	244,988	99,596	96,667	96,667	292,930
Bank and credit card fees	53,074	51,513	51,513	156,100	91,724	89,027	89,027	269,778
Professional development	30,492	6,776	30,492	67,760	10,178	-	10,178	20,356
Insurance coverage	25,271	24,528	24,528	74,327	20,312	19,714	19,714	59,740
Depreciation	17,057	16,554	16,554	50,165	19,926	19,341	19,341	58,608
In-kind professional services	24,959	24,224	24,224	73,407	25,902	25,139	25,139	76,180
Membership and subscriptions	13,568	13,169	13,169	39,906	12,131	11,775	11,775	35,681
Building expenses and maintenance	28,390	14,463	10,713	53,566	55,268	28,155	20,856	104,279
Business and auction sales taxes	-	-	1,442	1,442	-	-	2,218	2,218
Gift cards and gifts	4,723	525	20,991	26,239	3,463	-	-	3,463
Other	-	-	-	-	-	-	2,958	2,958
Fundraising events:								
Food and beverages	-	-	101,037	101,037	-	-	93,111	93,111
Venue rental	-	-	144,859	144,859	-	-	47,925	47,925
Entertainment	-	-	36,943	36,943	-	-	150	150
TOTAL FUNCTIONAL EXPENSES	\$ 72,751,155	\$ 1,738,809	\$ 3,201,955	\$ 77,691,919	\$ 121,108,738	\$ 1,827,198	\$ 2,770,979	\$ 125,706,915
Less expenses netted against revenues on the consolidated statements of activities - direct benefits to donors	-	-	(282,839)	(282,839)	-	-	(141,186)	(141,186)
TOTAL EXPENSES REPORTED UNDER PROGRAM AND SUPPORTING SERVICES	\$ 72,751,155	\$ 1,738,809	\$ 2,919,116	\$ 77,409,080	\$ 121,108,738	\$ 1,827,198	\$ 2,629,793	\$ 125,565,729

See accompanying notes to consolidated financial statements.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
OPERATING ACTIVITIES		
Change in net assets	\$ <u>57,985,237</u>	\$ <u>56,302,884</u>
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	50,165	58,608
Gain on sale of property and equipment	-	(10,060)
Noncash contributions of investments	(11,522,091)	(6,000,137)
Net realized and unrealized gains on investments	(41,281,334)	(36,451,119)
Change in value of split interest gifts	(2,485,429)	(5,769,613)
Noncash contribution of beneficial interest in lead trusts	-	(14,199,772)
Distributions received from lead trusts	6,421,638	5,796,576
Decrease (increase) in other receivables	59,407	(48,412)
Increase (decrease) in:		
Accounts payable and accrued expenses	(122,396)	147,098
Grants payable	(1,790,629)	1,743,195
Deferred revenue	(2,284,270)	2,276,355
Agency funds liability	<u>3,945,053</u>	<u>1,414,812</u>
TOTAL ADJUSTMENTS	<u>(49,009,886)</u>	<u>(51,042,469)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>8,975,351</u>	<u>5,260,415</u>
INVESTING ACTIVITIES		
Purchases of property and equipment	(1,851,396)	(6,618,815)
Proceeds from sale of investments	166,003,940	137,906,953
Purchase of investments	<u>(171,310,157)</u>	<u>(128,579,117)</u>
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>(7,157,613)</u>	<u>2,709,021</u>
INCREASE IN CASH	1,817,738	7,969,436
CASH - BEGINNING OF YEAR	<u>41,380,492</u>	<u>33,411,056</u>
CASH - END OF YEAR	<u>\$ <u>43,198,230</u></u>	<u>\$ <u>41,380,492</u></u>

See accompanying notes to consolidated financial statements.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2021 AND 2020

NOTE 1 - ORGANIZATION AND GENERAL

The Community Foundation of Middle Tennessee, Inc. and Subsidiaries (the “Foundation”) is a charitable organization whose purpose is to be a leader, catalyst and resource for philanthropy by building and holding a permanent and growing endowment for the Middle Tennessee community’s changing needs and opportunities. The Foundation provides flexible and cost-effective ways for civic-minded individuals, families and companies to contribute to their community. The assets of the Foundation are devoted to charitable uses of a public nature primarily benefiting the residents of Middle Tennessee in fields such as social services, education, health, the environment and the arts.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The consolidated financial statements include the accounts of The Community Foundation of Middle Tennessee Properties, Nonprofit LLC, a single-member limited liability company formed to hold real estate donated to the Foundation, and Childcare Tennessee, Nonprofit LLC, a single-member limited liability company formed to ensure the accessibility and sustainability of quality childcare programs serving the children and families of Tennessee. There are no significant transactions between the three entities.

The consolidated financial statements of the Foundation have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”), which require the Foundation to report information regarding its financial position and activities according to the following net asset classifications:

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Foundation or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of activities.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue and Support

Contributions are recognized when cash, securities or other assets, an unconditional promise to give or notification of a beneficial interest is received. A contribution is conditional if an agreement includes a barrier that must be overcome and either a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets exists. The presence of both a barrier and a right of return or right of release indicates that a recipient is not entitled to the contribution until it has overcome the barrier(s) in the agreement. Conditional promises to give are not recognized until the barrier(s) in the agreement are overcome.

Donated marketable securities are recorded at their fair value at the date of contribution based on their quoted market price.

Any gifts of equipment, facilities or materials are reported as net assets without donor restrictions unless explicit donor restrictions specify how the assets must be used. Gifts of long-lived assets with explicit restrictions as to how the assets are to be used or funds restricted for the acquisition of long-lived assets are reported as net assets with donor restrictions. Expirations of donor restrictions are recognized when the donated or acquired long-lived assets are placed in service.

Grants awarded by federal, state and other sponsors are generally considered nonreciprocal transactions restricted by sponsors for certain purposes. Grant revenue is recognized when the conditions upon which it depends are substantially met, which primarily is when qualifying expenses occur. Payments received in advance of conditions being met are recorded as deferred revenue on the consolidated statements of financial position. Deferred revenue consisted of \$16,000 and \$2,300,270 at December 31, 2021 and 2020, respectively.

Fundraising event revenues are generated from sponsorships, ticket sales, donations, silent and online auction proceeds and sales of items at events held during the year and revenues are recognized when the events occur, which is the completion of the Foundation's performance obligation. Some of these revenues are comprised of an exchange element based on the value of benefits provided, and a contribution element for the difference between the amount paid and the exchange element.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Investments

Investments are carried at fair value (money market funds and other short-term investments, corporate bonds, equities, government securities, and mutual funds - generally at quoted market prices; investment partnership interests, private equity funds and hedge funds - based on net asset value). Investments in property without a readily determinable fair value are carried at cost. Interest income is recorded on the accrual basis and dividends are recorded on the ex-dividend date. Realized and unrealized gains and losses are recognized currently in the consolidated statements of activities as investment income.

Split-Interest Gifts

A charitable lead trust is an arrangement in which a donor establishes and funds a trust that provides for specific distributions to be made to the Foundation over a specified period. When a gift of this nature is received and the Foundation is not the trustee, a donor-restricted contribution is recognized in the period in which the trust is established. The contribution and related beneficial interest are measured at the present value of the expected future cash inflows, using the interest rate for U.S. Treasury bonds of similar terms at the time the trust is established as the discount rate. The discount rate is revised at each measurement date to reflect current market conditions. Distributions from the trust are reflected as a reduction in the beneficial interest and a reclassification from net assets with donor restrictions to net assets without donor restrictions. Accretion of the discount and revaluations of expected future cash flows based on changes in investment returns and discount rates used are recognized as adjustments to the beneficial interest and changes in the value of split-interest gifts in the consolidated statements of activities under net assets with donor restrictions.

Property and Equipment

Property and equipment are stated at acquisition cost, or at estimated fair value at date of gift, if donated, less accumulated depreciation. The Foundation's policy is to capitalize purchases with a cost of \$1,000 or more and an estimated useful life greater than one year. Depreciation is computed on the straight-line method over the estimated useful lives of the assets (building - 39 years; furniture, fixtures and equipment - 5 to 7 years). When depreciable assets are sold, the cost and related accumulated depreciation are removed from the accounts, and any gain or loss is recognized.

Grants Payable

Unconditional promises to give are recognized as grants payable and expenses in the period the grant award is approved by the Foundation.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Agency Funds Liability

The Foundation maintains certain funds to benefit other nonprofit agencies. Such funds are pooled with other funds for investment. A pro-rata share of the investment income or loss and a fee retained by the Foundation are debited or credited to each agency fund each year.

Fair Value Measurements

The Foundation classifies its assets and liabilities measured at fair value based on a hierarchy consisting of: Level 1 (valued using quoted prices from active markets for identical assets), Level 2 (not traded on an active market but for which observable market inputs are readily available) and Level 3 (valued based on significant unobservable inputs).

An asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value on a recurring basis:

Money market funds, short-term investments and equities - These investments are valued at the closing price reported on the active market on which the individual funds are traded.

Corporate bonds, government securities and certain international bond funds - Securities for which quotations are readily available in active markets are valued at the most recent quote in the principal market in which such securities are normally traded. These investments also include securities valued on the basis of information provided by pricing services that employ valuation models reflecting such factors as benchmark yields, reported trades, broker/dealer quotes, bid/offer data and other relevant elements.

Mutual funds (excluding certain international bond funds included in level 2 valuation hierarchy) - Investments in these funds are valued using the net asset value per unit as quoted in active markets at the valuation date.

Partnership interests and private equity funds - These investments are valued at the Foundation's capital account balance as reported by the fund's general partner. The capital account balance represents the net asset value of the Foundation's share in the fund, which approximates fair value.

Hedge funds - Hedge funds are reported at the net asset value (or its equivalent) of the Foundation's share in the fund as calculated in the fund's audited financial statements, which approximates fair value.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value Measurements (Continued)

Beneficial interest in lead trusts - The measurement of the Foundation's beneficial interest in charitable lead trusts was determined at the date of the gift and is adjusted annually for the change in present value of the estimated future cash flows. The valuation is based on the term of the trust or the actuarial life expectancy of the donor.

Agency funds liability - The value of the agency funds liability is determined based on the fair value of underlying investments held by the Foundation on behalf of participating agencies.

There have been no changes in the methodologies used at December 31, 2021 and 2020.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Foundation believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date.

Program and Supporting Services

The following program and supporting services are included in the accompanying consolidated financial statements:

Program Services - includes grants and the cost of activities carried out to fulfill the Foundation's mission to provide support to nonprofit organizations.

Supporting Services

Management and General - relates to the overall direction of the organization. These expenses are not identifiable with a particular program or event or with fundraising but are indispensable to the conduct of those activities and are essential to the organization. Specific activities include organization oversight, business management, recordkeeping, budgeting, financing and other administrative activities.

Fundraising - includes costs of activities directed toward appeals for financial support, including special events. Other activities include creation and distribution of fundraising materials.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Functional Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the consolidated statements of activities. The consolidated statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses allocated based on estimates of time and effort include compensation, other employee benefits, payroll taxes, professional fees, marketing, professional development, events and meetings, insurance coverage, membership and subscriptions, and gift cards and gifts. Building expenses and maintenance and depreciation are allocated based on a square-footage basis.

Income Taxes

The Foundation qualifies as a not-for-profit organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Foundation pays tax on unrelated business income from certain activities. These activities and the related tax were insignificant in 2021 and 2020.

The Foundation files U.S. Federal Form 990 for organizations exempt from income tax and Form 990-T, an exempt organization business income tax return. The Community Foundation of Middle Tennessee Properties, Nonprofit LLC and Childcare Tennessee, Nonprofit LLC are disregarded entities for tax purposes and any activities of the subsidiaries are included in the Form 990 filed by the Foundation. In addition, the Foundation files a Tennessee state income tax return.

Management performs an evaluation of all income tax positions taken or expected to be taken in the course of preparing the Foundation's income tax returns to determine whether the income tax positions meet a "more likely than not" standard of being sustained under examination by the applicable taxing authorities. Management has performed its evaluation of all income tax positions taken on all open income tax returns and has determined that there were no positions taken that do not meet the "more likely than not" standard. Accordingly, there are no provisions for income taxes, penalties or interest receivable or payable relating to uncertain income tax positions in the accompanying consolidated financial statements.

Net Assets Without Donor Restrictions

The following net assets without donor restrictions classifications are included in the accompanying consolidated financial statements:

Board-Directed - The Board of Directors is responsible for approving distributions of income and, where permitted, principal, solely for those charitable purposes established by the Foundation.

Field-of-Interest - The donor may designate a functional area or field of interest, within which specific projects or beneficiaries are selected by the Foundation's Board.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Assets Without Donor Restrictions (Continued)

Designated - Represents funds given by a donor who is committed to a specific charitable organization(s). The Foundation gives the donor assurance that the spirit of the gift is protected, and the assets given are prudently managed.

Scholarship - Scholarships or loans can be provided so that deserving young people can get an education they might not otherwise receive. Through these funds the donor can, for example, specify the schools the young people are to come from or the ones they are to attend.

Donor-Advised - The donor has the privilege of making recommendations relating to distributions. Such recommendations are taken into consideration by the Board when grants are decided upon but are advisory only and non-binding.

The Foundation has the ultimate authority and control over all net assets of these funds, and income derived therefrom (variance power), for the charitable purposes of the Foundation; therefore, the net assets of the above funds are classified as net assets without donor restrictions.

All funds can be created with a minimum gift of \$5,000, except Scholarship Funds, which have a \$10,000 minimum gift.

Net Assets With Donor Restrictions

The following net assets with donor-restriction classifications are included in the accompanying consolidated financial statements:

Charitable Lead Trusts - Donors establish and fund a trust with specific distributions to be made to the Foundation over a specified period based on the provisions outlined in the trust agreements. Upon termination of a trust, the remainder of the trust assets is paid to the donor or to beneficiaries designated by the donor.

Certain Bequests - Donors stipulate that the principal is to be invested in perpetuity by the Foundation. Income from the invested funds may be restricted to a specific field of interest and, therefore, is classified as net assets with donor restrictions until applicable restrictions are met.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated Goods and Services and In-Kind Contributions

Donated facilities and materials are recorded as gifts in the period received at fair value if there is an objective and measurable basis for determining such value.

Donated services are recognized if they create or enhance nonfinancial assets or the donated service requires specialized skills, were performed by a donor who possesses such skills, and would have been purchased by the Foundation if not donated. Such services are recognized at fair value as support and expense in the period the services are performed and primarily include professional services.

A number of unpaid volunteers have made significant contributions of their time to assist the Foundation in implementing various programs. The value of contributed time is not reflected in these statements since it is not susceptible to objective measurement or valuation.

Use of Estimates in the Preparation of Consolidated Financial Statements

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

Recent Authoritative Accounting Guidance

In September 2020, the Financial Account Standards Board (“FASB”) issues Accounting Standards Update (“ASU”) 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, which requires a not-for-profit entity to present contributed nonfinancial assets in the statement of activities as a line item that is separate from contributions of cash or other financial assets. ASU 2020-07 also requires additional qualitative and quantitative disclosures about contributed nonfinancial assets received, disaggregated by category. This ASU is effective for the Foundation beginning January 1, 2022. The adoption of ASU 2020-07 is not expected to have a significant impact on the Foundation’s consolidated financial statements.

Events Occurring After Reporting Date

The Foundation has evaluated events and transactions that occurred between December 31, 2021 and July 28, 2022, the date the consolidated financial statements were available to be issued, for possible recognition or disclosure in the consolidated financial statements.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 3 - AVAILABILITY AND LIQUIDITY

The following represents the Foundation's financial assets available for general expenditures at December 31:

	<u>2021</u>	<u>2020</u>
Financial assets at year end:		
Cash	\$ 43,198,230	\$ 41,380,492
Other receivables	337,590	396,997
Investments	<u>493,950,591</u>	<u>435,840,949</u>
Total financial assets	<u>537,486,411</u>	<u>477,618,438</u>
Less amounts not available to be used for general expenditures within one year:		
Grants payable	(42,667)	(1,833,296)
Agency funds liability	(16,340,106)	(12,395,053)
Assets limited to use:		
Field-of-interest	(107,914,677)	(94,184,452)
Designated	(46,280,977)	(42,010,462)
Scholarship	(22,956,678)	(20,749,950)
Donor-advised	(327,351,405)	(288,674,968)
Certain bequests	<u>(2,541,149)</u>	<u>(2,428,186)</u>
Financial assets not available to be used for general expenditures within one year	<u>(523,427,659)</u>	<u>(462,276,367)</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 14,058,752</u>	<u>\$ 15,342,071</u>

Included in amounts restricted by donor with time or purpose restrictions are the Foundation's bequests. Income from the donor-restricted bequests are subject to an annual spending rate of approximately 5% as described in Note 10. Donor-restricted bequests are not available for general expenditure.

General expenditures do not include amounts to be given as grants.

As part of the Foundation's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. Surplus cash from the prior year is invested in a reserve account.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 4 - CONCENTRATIONS OF CREDIT RISK

The Foundation maintains cash balances at financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to statutory limits. The Foundation’s cash balances generally exceed statutory limits. The Foundation has not experienced any losses in such accounts and management considers this to be a normal business risk.

The Foundation also maintains investment balances at various brokerage and investment companies. These investments consist of money market funds and other short-term investments, various mutual funds, stocks, bonds and alternative investments. Generally, they are not insured by the FDIC or any other government agency and are subject to investment risk, including the risk of loss of principal. Investors are provided limited protection by the Securities Investor Protection Corporation (“SIPC”), a nonprofit membership corporation funded by its member securities broker dealers. SIPC covers investor losses, in some cases, attributable to bankruptcy or fraudulent practices of brokerage firms up to \$500,000 per broker (including \$250,000 of cash).

NOTE 5 - INVESTMENTS

Foundation investments are generally pooled. Segregated accounts are created at the Foundation’s discretion, generally at the request of the donor or due to the nature of the gift.

Investments consisted of the following as of December 31:

	<u>2021</u>	<u>2020</u>
<u>Investments at fair value</u>		
Money market funds and other short-term investments	\$ 21,788,982	\$ 19,218,798
Corporate bonds	22,677,229	18,153,480
Equities	111,798,343	92,061,863
Government securities	20,541,683	15,096,157
Mutual funds	155,865,652	134,260,803
Alternative investments	<u>161,232,518</u>	<u>157,004,091</u>
	493,904,407	435,795,192
<u>Investments at cost</u>		
Property	<u>46,184</u>	<u>45,757</u>
	<u>\$ 493,950,591</u>	<u>\$ 435,840,949</u>

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 6 - CHARITABLE LEAD TRUSTS

The Foundation is named beneficiary of various irrevocable charitable lead trusts. The Foundation is not the trustee and does not exercise control over the trusts' assets; therefore, the Foundation recognizes a receivable for its beneficial interest in those assets in the period the trust is created, with a corresponding credit to contributions with donor restrictions, based on the present value of the expected future cash inflows. The trust instruments provide for distributions to be made to the Foundation in amounts ranging from four to twenty one percent of the trust assets each year for periods of two years or more. Total cash distributions received by the Foundation from these trusts amounted to \$6,421,638 and \$5,796,576 for the years ended December 31, 2021 and 2020, respectively.

NOTE 7 - PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of December 31:

	<u>2021</u>	<u>2020</u>
Land	\$ 6,917,030	\$ 6,917,030
Building	656,900	656,900
Furniture, fixtures and equipment	246,416	280,929
Construction in progress	<u>2,478,243</u>	<u>632,974</u>
	10,298,589	8,487,833
Less accumulated depreciation	<u>(560,032)</u>	<u>(550,507)</u>
	<u>\$ 9,738,557</u>	<u>\$ 7,937,326</u>

Depreciation expense recognized on property and equipment amounted to \$50,165 and \$58,608 for the years ended December 31, 2021 and 2020, respectively.

Construction in progress at December 31, 2021 pertains to the construction of a new office building and the required renovations to the new office. The estimated date of project completion is the first quarter of 2023 with total estimated costs of approximately \$15,000,000.

NOTE 8 - EMPLOYEE BENEFIT PLAN

The Foundation has a Simplified Employee Pension Plan covering eligible employees age 21 years or older who have been employed by the Foundation for at least one year and received more than \$300 of compensation during the plan year. The Foundation contributed approximately \$84,000 and \$76,000 to the plan during 2021 and 2020, respectively.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 9 - FAIR VALUE MEASUREMENTS

The following table sets forth the Foundation's major categories of assets and liabilities measured at fair value on a recurring basis, by level within the fair value hierarchy, as of December 31:

2021	Fair Value	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Financial Assets:				
Investments:				
Money market funds and other				
short-term investments	\$ 21,788,982	\$ 21,788,982	\$ -	\$ -
Corporate bonds	22,677,229	-	22,677,229	-
Equities:				
Basic materials	1,816,186	1,816,186	-	-
Communication services	4,687,012	4,687,012	-	-
Consumer defensive	4,523,525	4,523,525	-	-
Consumer cyclical	14,993,138	14,993,138	-	-
Consumer goods	2,041,896	2,041,896	-	-
Energy	1,943,963	1,943,963	-	-
Financial	14,834,615	14,834,615	-	-
Healthcare	14,908,198	14,908,198	-	-
Industrial goods	13,893,868	13,893,868	-	-
Real Estate	1,632,729	1,632,729	-	-
Technology	33,332,257	33,332,257	-	-
Utilities	1,083,354	1,083,354	-	-
Other	2,107,602	2,107,602	-	-
Government securities	20,541,683	-	20,541,683	-
Mutual funds:				
Domestic equity funds	44,136,297	44,136,297	-	-
Domestic bond funds	5,228,624	5,228,624	-	-
International equity funds	58,759,175	58,759,175	-	-
International bond funds	45,911,156	879,235	45,031,921	-
Other	1,830,400	1,830,400	-	-
Total investments in the fair value hierarchy	<u>332,671,889</u>	<u>244,421,056</u>	<u>88,250,833</u>	<u>-</u>
Partnership interests	43,261,143			
Private equity	9,564,117			
Hedge funds	<u>108,407,258</u>			
Total investments measured at net asset value (a)	<u>161,232,518</u>			
Total investments at fair value	<u>493,904,407</u>	<u>244,421,056</u>	<u>88,250,833</u>	<u>-</u>
Beneficial interest in lead trusts	<u>74,889,185</u>	<u>-</u>	<u>74,889,185</u>	<u>-</u>
Total Financial Assets	<u>\$ 568,793,592</u>	<u>\$ 244,421,056</u>	<u>\$ 163,140,018</u>	<u>\$ -</u>
Financial Liabilities:				
Agency funds liability	<u>\$ (16,340,106)</u>	<u>\$ -</u>	<u>\$ (16,340,106)</u>	<u>\$ -</u>

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 9 - FAIR VALUE MEASUREMENTS (CONTINUED)

2020	Fair Value	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Financial Assets:				
Investments:				
Money market funds and other short-term investments	\$ 19,218,798	\$ 19,218,798	\$ -	\$ -
Corporate bonds	18,153,480	-	18,153,480	-
Equities:				
Basic materials	2,075,338	2,075,338	-	-
Communication services	6,414,148	6,414,148	-	-
Consumer defensive	4,402,320	4,402,320	-	-
Consumer cyclical	13,596,529	13,596,529	-	-
Energy	884,849	884,849	-	-
Financial	15,431,341	15,431,341	-	-
Healthcare	12,451,415	12,451,415	-	-
Industrial goods	10,642,673	10,642,673	-	-
Real estate	808,839	808,839	-	-
Technology	24,461,534	24,461,534	-	-
Utilities	892,877	892,877	-	-
Government securities	15,096,157	-	15,096,157	-
Mutual funds:				
Domestic equity funds	33,498,175	33,498,175	-	-
Domestic bond funds	3,251,849	3,251,849	-	-
International equity funds	54,435,017	54,435,017	-	-
International bond funds	42,085,241	7,304,117	34,781,124	-
Other	990,521	990,521	-	-
Total investments in the fair value hierarchy	<u>278,791,101</u>	<u>210,760,340</u>	<u>68,030,761</u>	-
Partnership interests	40,208,952			
Private equity	8,281,616			
Hedge funds	<u>108,513,523</u>			
Total investments measured at net asset value (a)	<u>157,004,091</u>			
Total investments at fair value	<u>435,795,192</u>	<u>210,760,340</u>	<u>68,030,761</u>	-
Beneficial interest in lead trusts	78,825,394	-	78,825,394	-
Total Financial Assets	<u>\$ 514,620,586</u>	<u>\$ 210,760,340</u>	<u>\$ 146,856,155</u>	<u>\$ -</u>
Financial Liabilities:				
Agency funds liability	<u>\$ (12,395,053)</u>	<u>\$ -</u>	<u>\$ (12,395,053)</u>	<u>\$ -</u>

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 9 - FAIR VALUE MEASUREMENTS (CONTINUED)

(a) *In accordance with Accounting Standards Codification Subtopic 820-10, certain investments that were measured at fair value using the net asset value per share (or the equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the investments at fair value presented in Note 5.*

Fair value of investments in certain entities that calculate net asset value per share (or its equivalent) are as follows:

	Fair Value 2021	Fair Value 2020	Unfunded Commitments	Redemption Frequency	Redemption Notice
Partnership interests	\$ 43,261,143	\$ 40,208,952	\$ 3,164,404	monthly, quarterly, bi-annually	30-180 days
Private equity	\$ 9,564,117	\$ 8,281,616	\$ 8,666,374	daily, quarterly, bi-annually	30-90 days
Hedge funds	\$ 108,407,258	\$ 108,513,523	\$ -	quarterly, annually	30-90 days

A summary of the investment strategies for significant investments follows:

Partnership interests

The Foundation holds an investment with a fair value of approximately \$9,777,000 in 2021 (\$6,221,000 in 2020) in Davidson Kempner Institutional Partners, L.P. The investment objective of the fund is to achieve capital appreciation through event-driven investments which seek to exploit situations in which announced or anticipated events create inefficiencies in the pricing of investments.

The Foundation holds an investment with a fair value of approximately \$219,000 in 2021 (\$4,061,000 in 2020) in Renaissance Institutional Diversified Fund LLC. The investment objective of the fund is to employ a quantitative global investment strategy with exposure to a diversified universe of equity securities, futures, and forwards, using long-term alpha signals.

The Foundation holds an investment with a fair value of approximately \$4,086,000 in 2021 (\$4,952,000 in 2020) in Whiteoak Capital Partners. The investment objective of the fund is the earning of substantial current income by lending and investing in a diversified portfolio of fixed income securities.

The Foundation holds an investment with a fair value of approximately \$7,678,000 in 2021 (\$5,677,000 in 2020) in American Strategic Value Realty Fund. The investment objective of the fund is to offer institutional investors the opportunity to participate in a real estate investment strategy that targets enhanced yield and value-added return opportunities, with a secondary goal of diversification to reduce overall investment risk.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 9 - FAIR VALUE MEASUREMENTS (CONTINUED)

Partnership interests (continued)

The Foundation holds an investment with a fair value of approximately \$8,546,000 in 2021 (\$7,124,000 in 2020) in Intercontinental Real Estate Corporation. The investment objective of the fund is to invest in a pool of real estate assets that are diversified by geography and property type, with a focus on yield-driven investments and value-added investments.

The Foundation holds an investment with a fair value of approximately \$8,492,000 in 2021 (\$7,864,000 in 2020) in Pointer Offshore, Ltd. The investment objective of the fund is to trade and invest in various securities, private investment companies and other investments.

Private equity funds

The Foundation holds an investment with a fair value of approximately \$2,296,000 in 2021 (\$2,212,000 in 2020) in Strategic Value Special Situations Feeder Fund III, L.P. The investment objective of the fund is to generate capital appreciation through global investments in a range of distressed financial and other assets.

Hedge funds

The Foundation holds an investment with a fair value of approximately \$75,195,000 in 2021 (\$70,726,000 in 2020) in Courage Special Situations Offshore Fund, Ltd. The investment objective of the fund is to achieve significant capital gains while minimizing risks associated with the broad security markets. The fund invests in a master fund which employs an investment strategy that focuses on event-driven, special situations and value-oriented investment opportunities.

The Foundation holds an investment with a fair value of approximately \$578,000 in 2021 (\$7,879,000 in 2020) in Courage Credit Opportunities Offshore Fund III, L.P. The investment objective of the fund is to achieve investment returns while emphasizing distressed investments in financially troubled companies, including those of companies that may be or have become involved in reorganization or bankruptcy proceedings.

The Foundation holds an investment with a fair value of approximately \$21,534,000 in 2021 (\$21,358,000 in 2020) in Courage Credit Opportunities Offshore Fund IV, L.P. The investment objective of the fund is to achieve investment returns while emphasizing distressed investments in financially troubled companies, including those of companies that may be or have become involved in reorganization or bankruptcy proceedings.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 9 - FAIR VALUE MEASUREMENTS (CONTINUED)

Hedge Funds (continued)

The Foundation holds an investment with a fair value of approximately \$10,493,000 in 2021 (\$7,888,000 in 2020) in Ironwood Institutional Multi-Strategy Fund LLC. The investment objective of the fund is capital appreciation with limited variability of returns.

In addition to the above funds, the Foundation invests in approximately 38 other investments in certain entities that calculate net asset value per share or its equivalent (ranging in value up to approximately \$2,000,000) which engage in multi-strategy approaches for both domestic and international investments in public and private companies and other objectives.

Estimated Fair Value of Other Financial Instruments

The Foundation estimates that the fair value of all other financial instruments at December 31, 2021 and 2020, does not differ materially from the aggregate carrying value of its financial instruments recorded in the accompanying consolidated statements of financial position. The estimated fair value amounts have been determined by the Foundation using available market information and appropriate valuation methodologies.

NOTE 10 - CERTAIN BEQUESTS

The Foundation's endowment consists of five permanently restricted bequests for donor-restricted funds established for a variety of purposes including support for public education, the acquisition of affordable housing, children, animals and the performing arts. As required by GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions. The Foundation's donor-restricted endowment funds are subject to the Uniform Prudent Management of Institutional Funds Act of 2006 ("UPMIFA") and the State of Tennessee's State Uniform Prudent Management of Institutional Funds Act ("SUPMIFA").

Interpretation of applicable law - The Board of Directors has interpreted UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation retains in perpetuity (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. Donor-restricted amounts not retained in perpetuity are subject to appropriation for expenditure by us in a manner consistent with the standard of prudence prescribed by UPMIFA.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 10 - CERTAIN BEQUESTS (CONTINUED)

In accordance with UPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purpose of the Foundation and the donor-restricted endowment fund
- General economic conditions
- The possible effect of inflation and deflation
- The expected total return from income and the appreciation of the investments
- The investment policies of the Foundation

Spending policy - The Foundation has a policy of appropriating for distribution each year a payout range of 4% to 6% of total fund assets as determined annually by the Investment and Finance Committee. This payout will approximate 5% but may be adjusted by the committee at its sole discretion.

Investment return objective, risk parameters and strategies - The Foundation holds the assets in endowment funds to apply income there, both for long-term development purposes as well as for responding to current and changing charitable needs in Middle Tennessee. These circumstances require a growing asset base as well as a growing annual return on that base and dictate the following general philosophy guiding the Foundation's investments:

- Primary emphasis shall be placed on safety of principal by minimizing risks from either market or credit factors; and
- Moderate growth of principal and total return will be expected consistent with maintaining safety of principal.

The objective of the Foundation's investment management is to earn a real total rate of return averaging at least 4% per annum measured over a full market cycle (usually three to five years). The total fund objective is to compare favorably with the upper end performance (that is, the top 40%) of balanced fund managers, averaged over a full market cycle.

Investments of the Foundation are diversified to prevent adverse effects of any given investment from unduly penalizing the overall portfolio performance. Diversification is interpreted to include different types, characteristics and numbers of investments.

Asset allocation between equities, fixed income instruments and alternative investments is one method of diversification of investments of endowment funds. The portfolio is structured to consist of 40% to 80% equity securities, 60% to 20% fixed income securities, and up to 20% in alternative investment strategies.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 10 - CERTAIN BEQUESTS (CONTINUED)

A schedule of endowment net asset composition by type of fund as of December 31 follows:

	2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Accumulated investment gains	\$ -	\$ 579,232	\$ 579,232
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	-	1,961,917	1,961,917
Total endowment funds	\$ -	\$ 2,541,149	\$ 2,541,149
	2020		
	Without Donor Restrictions	With Donor Restrictions	Total
Accumulated investment gains	\$ -	\$ 466,269	\$ 466,269
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	-	1,961,917	1,961,917
Total endowment funds	\$ -	\$ 2,428,186	\$ 2,428,186

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or SUPMIFA requires the Foundation to retain as a fund of perpetual duration. There were no such deficiencies at December 31, 2021 or 2020.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2021 AND 2020

NOTE 10 - CERTAIN BEQUESTS (CONTINUED)

A schedule of changes in endowment net assets follows for the years ended December 31:

	2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, January 1, 2021	\$ -	\$ 2,428,186	\$ 2,428,186
Contributions	-	-	-
Investment income	-	58,920	58,920
Net appreciation (realized and unrealized)	-	204,336	204,336
Amounts appropriated for expenditure	-	(150,293)	(150,293)
Endowment net assets, December 31, 2021	<u>\$ -</u>	<u>\$ 2,541,149</u>	<u>\$ 2,541,149</u>
	2020		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, January 1, 2020	\$ -	\$ 2,302,782	\$ 2,302,782
Contributions	-	-	-
Investment income	-	59,266	59,266
Net appreciation (realized and unrealized)	-	211,922	211,922
Amounts appropriated for expenditure	-	(145,784)	(145,784)
Endowment net assets, December 31, 2020	<u>\$ -</u>	<u>\$ 2,428,186</u>	<u>\$ 2,428,186</u>

NOTE 11 - SUBSEQUENT EVENT

In March 2022, the Foundation entered into a credit arrangement with a bank for the purpose of financing the construction of the new facility. The agreement includes both a line of credit facility and a term loan. The line of credit is a non-revolving line of credit agreement with a commitment of up to \$7,500,000. The agreement expires in February 2024 and bears interest at the Bloomberg Short-Term Bank Yield Daily Floating Rate plus 0.4%. The term loan agreement is in the amount of \$7,500,000 and bears interest at a fixed rate of 2.19%. The term loan is due in interest only payments until March 2024. Commencing March 2024, the term loan is due in monthly principal installments of \$31,250 until March 2032 when the remaining principal balance is due in full.

ADDITIONAL INFORMATION

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC. AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED DECEMBER 31, 2021

<u>GRANT DESCRIPTION</u>	<u>FEDERAL CFDA NUMBER</u>	<u>GRANTOR'S NUMBER</u>	<u>GRANT PERIOD</u>	<u>ACCRUED (DEFERRED) 1/1/2021</u>	<u>RECEIPTS</u>	<u>EXPENDITURES</u>	<u>ADJUSTMENT</u>	<u>ACCRUED (DEFERRED) 12/31/2021</u>	
<u>U.S. Department of Health and Human Services</u>									
Passed Through Tennessee Department of Human Services									
Child Care and Development Block Grant	93.575	*	65809	3/30/2020 - 3/19/2021	\$ 34,702	\$ 247,799	\$ 233,014	\$ 18,163	\$ 38,080
Child Care and Development Block Grant	93.575	*	65809	3/30/2020 - 3/19/2022	(2,144,398)	10,269,578	12,413,976	-	-
TOTAL EXPENDITURES OF FEDERAL AWARDS					<u>\$ (2,109,696)</u>	<u>\$ 10,517,377</u>	<u>\$ 12,646,990</u>	<u>\$ 18,163</u>	<u>\$ 38,080</u>

*Considered a major program under Title 2 U.S. Code of Federal Regulations (CFR) Part 200

See Notes to the Schedule of Expenditures of Federal Award on page 28.

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC.
AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2021

NOTE 1 - BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal grant activity, of The Community Foundation of Middle Tennessee, Inc. and Subsidiaries (the "Foundation") under programs of the federal government for the year ended December 31, 2021. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of the Foundation, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Foundation.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Foundation has not elected to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

OTHER REPORTS

INDEPENDENT AUDITOR’S REPORT
ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Board of Directors
The Community Foundation of Middle Tennessee, Inc. and Subsidiaries
Nashville, Tennessee

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of The Community Foundation of Middle Tennessee, Inc. and Subsidiaries (collectively, the “Foundation”), which comprise the consolidated statements of financial position as of December 31, 2021, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements and have issued our report thereon dated July 28, 2022.

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit of the consolidated financial statements, we considered the Foundation’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Foundation’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Foundation’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s consolidated financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses and significant deficiencies may exist that were not identified.

REPORT ON COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the Foundation's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements noncompliance with which could have a direct and material effect on the consolidated financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

PURPOSE OF THIS REPORT

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Kraft CPAs PLLC

Nashville, Tennessee
July 28, 2022



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE

The Board of Directors
The Community Foundation of Middle Tennessee, Inc. and Subsidiaries
Nashville, Tennessee

REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM

OPINION ON EACH MAJOR FEDERAL PROGRAM

We have audited The Community Foundation of Middle Tennessee, Inc. and Subsidiaries (the "Foundation") compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Foundation's major federal programs for the year ended December 31, 2021. The Foundation's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Foundation complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2021.

BASIS FOR OPINION ON EACH MAJOR FEDERAL PROGRAM

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Foundation and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Foundation's compliance with the compliance requirements referred to above.

RESPONSIBILITIES OF MANAGEMENT FOR COMPLIANCE

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Foundation's federal programs.

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF COMPLIANCE

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Foundation's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Foundation's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Foundation's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the Foundation's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

REPORT ON INTERNAL CONTROL OVER COMPLIANCE

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Kraft CPAs PLLC

Nashville, Tennessee
July 28, 2022

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC.
AND SUBSIDIARIES
 (A TENNESSEE NOT-FOR-PROFIT CORPORATION)
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2021

Section I - Summary of Auditor's Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? _____ yes x no
- Significant deficiency(ies) identified? _____ yes x none reported

Noncompliance material to financial statements noted?

_____ yes x no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? _____ yes x no
- Significant deficiency(ies) identified? _____ yes x none reported

Type of auditor's report issued on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

_____ yes x no

Identification of major programs:

<u>Assistance Listing Number(s)</u>	<u>Name of Federal Program or Cluster</u>
93.575	Child Care and Development Block Grant

Dollar threshold used to distinguish between type A and type B programs:

\$750,000

Auditee qualified as low-risk auditee?

_____yes x no

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, INC.
AND SUBSIDIARIES
(A TENNESSEE NOT-FOR-PROFIT CORPORATION)

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED DECEMBER 31, 2021

Section II - Financial Statement Findings

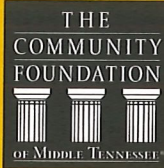
There were no audit findings in the current year.

Prior year audit finding 2020-01 has been resolved.

Section III - Federal Award Findings and Questioned Costs

There were no federal award findings or questioned costs in the prior or current year.

APPENDIX A



CONNECTING
GENEROSITY WITH NEED

OFFICERS

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Lyle Beasley, *Treasurer*
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Stephen F. Flatt
Ben G. Freeland
Thomas F. Frist, Jr.
Alberto R. Gonzales
José D. González
Joel C. Gordon
Kerry Graham
Carl T. Haley
Aubrey B. Harwell, Jr.
Carol O. Hudler
Catherine Jackson
William C. Koch, Jr.
Kevin P. Lavender
Robert S. Lipman
Bert Mathews
Ralph W. Mosley
Donna D. Nicely
Ben R. Rechter
Susan W. Simons
Deborah Taylor Tate
Charles A. Trost
Deborah F. Turner
Steve Underwood
Betsy Walkup
Jerry B. Williams

Summary Schedule of Prior Audit Findings

Finding: 2020-001

Internal Control Over Beneficial Interest in Charitable Lead Trust

Management is responsible for establishing and maintaining effective internal control over financial reporting so that consolidated financial statements are complete, accurate, and presented in accordance with accounting principles generally accepted in the United States of America (“GAAP”).

A charitable lead trust is an arrangement in which a donor establishes and funds a trust that provides for specific distributions to be made to the Foundation over a specific period. When a gift of this nature is received and the Foundation is not the trustee, a donor-restricted contribution is recognized in the period in which the trust is established. The contribution and related beneficial interest are measured at the present value of the expected future cash inflow, using the interest rate for U.S. Treasury bonds of similar terms at the time the trust is established as the discount rate.

Management’s Response: We concur.

Corrective Action:

- Review software available to make the calculations.
- Strengthen documented procedures to review, update and calculate net present value for all Charitable Lead Trust within PGCal. Distinguish the difference between an Annuity and a Unitrust and the unique way each is calculated.
- Comparison of Trustee reports to the reasonableness of our calculation. Challenge the Trustee if the calculation is not reasonable.
- Additional licenses will be purchased. Staff will complete Lead Trust School and provide sufficient training to other personnel for additional review.
- Establish effective monitoring controls and separation of duties, foster accountability and ownership.
- Address completeness and accuracy of the calculation.

Current Status: Corrective Action is completed.

ATTACHMENT F

Non-profit Grants Manual Receipt Acknowledgment



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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

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

Recipient Name Community Foundation of Middle Tennessee

May 19, 2023


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

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following:

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

- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

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

DocuSigned by:

 Signature of Authorized Representative
 Name: Hal Cato
 Title: CEO
 Agency Name: Community Foundation of Middle Tennessee
 Date: 5/23/2023

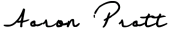
Certificate Of Completion

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Source Envelope:	
Document Pages: 72	Signatures: 5
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Vaughn Wislon
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Vaughn.wilson@nashville.gov
	IP Address: 170.190.198.185


Record Tracking

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Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign


Signer Events

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Danielle Godin danielle.godin@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/12/2023 7:41:06 AM Viewed: 6/12/2023 8:40:57 AM
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/9/2023 7:53:51 AM ID: 338d46d0-21a6-4ebb-b587-3431d722e906	COPIED	Sent: 6/12/2023 7:41:07 AM Viewed: 6/12/2023 7:53:45 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/12/2023 7:40:52 AM
Signing Complete	Security Checked	6/12/2023 7:41:04 AM
Completed	Security Checked	6/12/2023 7:41:07 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Resolution No. _____

A resolution accepting a direct appropriation grant from the Tennessee Department of Health to the Metropolitan Government, acting by and through the Metropolitan Board of Health, to implement and coordinate activities and services related to HIV/STI prevention, testing, diagnosis, treatment, and surveillance.

WHEREAS, the Tennessee Department of Health has awarded a direct appropriation grant in an amount not to exceed \$58,000 with no cash match required to the Metropolitan Government, acting by and through the Metropolitan Board of Health, to implement and coordinate activities and services related to HIV/STI prevention, testing, diagnosis, treatment, and surveillance; and,

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

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

Section 1. That the direct appropriation grant by and between the Tennessee Department of Health, in an amount not to exceed \$58,000, to the Metropolitan Government, acting by and through the Metropolitan Board of Health, to implement and coordinate activities and services related to HIV/STI prevention, testing, diagnosis, treatment, and surveillance, a copy of which the direct appropriation grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant is to be appropriated to the Metropolitan Board of Health based on the revenues estimated to be received and any match to be applied.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Kelly Flannery, Director
Department of Finance

INTRODUCED BY:

Jedden Spivey

APPROVED AS TO FORM AND LEGALITY:

Courtney Mohan
Assistant Metropolitan Attorney

Member(s) of Council



Metro Public Health Dept

Nashville / Davidson County

Protecting, Improving, and Sustaining Health

John Cooper, Mayor

Gill C. Wright III, MD MMM FAFAP

Director of Health

Board of Health

Tené Hamilton Franklin MS, Chair

Calvin M. Smith III MD, Vice-Chair

Carol Etherington MSN RN FAAN

David A. Frederick MS

Lloyda B. Williamson MD DFAPA FAACAP

Marie R. Griffin MD MPH

Adriana Bialostozky MD

June 13, 2023

Metropolitan Council of Nashville and Davidson County
Historic Metro Courthouse
1 Public Square
Suite 204, Metro Council Office
Nashville, TN 37201

Ref: Health HIV AIDS Prevention Services

Metro Council Members:

I would like to ask for you to allow the attached grant to be filed late. The time period covered by this grant ended at the end of May, 2023, and charges against the grant can be submitted until the last day of June, 2023. Due to late receipt of this grant from the State of Tennessee and the timing of its approved by MPH's Board of Health the grant is only now ready for your approval. If the grant is not approved at the June 20, 2023, meeting of Metro Council we will be unable charge incurred services to the grant.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Wright III', followed by a long horizontal flourish.

Gill C. Wright, III, MD MMM FAFAP
Director of Health

GRANT SUMMARY SHEET

Grant Name: HIV STI Prevention Services 23-23

Department: HEALTH DEPARTMENT

Grantor: TENNESSEE DEPARTMENT OF HEALTH

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

Total Award this Action: \$58,000.00

Cash Match Amount \$0.00

Department Contact: Brad Thompson
340-0407

Status: CONTINUATION

Program Description:

This Tennessee Department of Health grant provides funds to implement and coordinate activities and services related to HIV/AIDS/STD prevention, testing, diagnosis and treatment, and surveillance, including, but not limited to, the provision of medical and support services in accordance with HIV biomedical prevention standards consistent with the CDC HIV PrEP Clinical Practice Guidelines. Attn: 1 month Direct Appropriation grant

Plan for continuation of services upon grant expiration:

Services will end

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
HEALTH DEPARTMENT	038	Brad Thompson				340-0407	
Grant Name:		HIV STI Prevention Services 23-23					
Grantor:		TENNESSEE DEPARTMENT OF HEALTH				Other:	
Grant Period From:		06/01/23	(applications only) Anticipated Application Date:				
Grant Period To:		06/30/23	(applications only) Application Deadline:				
Funding Type:	STATE	Multi-Department Grant		<input type="checkbox"/>	If yes, list below.		
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	OTHER	Total Award:		\$58,000.00			
Status:	CONTINUATION	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:		Applic. Submitted Electronically?		<input type="checkbox"/>			
<p>This Tennessee Department of Health grant provides funds to implement and coordinate activities and services related to HIV/AIDS/STD prevention, testing, diagnosis and treatment, and surveillance, including, but not limited to, the provision of medical and support services in accordance with HIV biomedical prevention standards consistent with the CDC HIV PrEP Clinical Practice Guidelines. Attn: 1 month Direct Appropriation grant</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Services will end							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund	Business Unit		
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		12.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		24.43%		Indirect Cost of Grant to Metro:		\$14,169.40	
*Indirect Costs allowed?		<input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		0.00%	
				Ind. Cost Requested from Grantor:		\$0.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable?		<input type="checkbox"/>					
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY23	\$0.00	\$58,000.00	\$0.00	\$0.00		\$0.00	\$58,000.00	\$14,169.40	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$58,000.00	\$0.00	\$0.00		\$0.00	\$58,000.00	\$14,169.40	\$0.00
Date Awarded:		6/12/2023			Tot. Awarded:		\$58,000.00	Contract#:		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

Rev. 5/13/13
5661

GCP Received 06/12/2023

GCP Approved 06/12/2023





**LETTER OF AGREEMENT:
DIRECT APPROPRIATION GRANT
FOR NON-GOVERNMENTAL ENTITIES**

Date: May 19, 2023

To: **Gill Wright, MD Medical Director
Metro Nashville Public Health Department**

From: **Ralph Alvarado, MD, FACP
Commissioner, Tennessee Department of Health**

The State's budget for the fiscal year beginning July 1, 2023, includes a direct appropriation grant payable to your organization.

This appropriation is in addition to any other funding or appropriation provided to you by the State of Tennessee. Section 57, Item 3 (c) of the 2023 Appropriations Act reads as follows:

(b). Local Health Department Grants – Davidson County – Grant - \$58,000

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:

- a) A direct appropriation shall not be disbursed until the recipient has filed with the head of the State agency through which such disbursement is being made a plan specifying the proposed use of such funds and the benefits anticipated to be derived therefrom, and has agreed to file a report during the effective dates (June 1, 2023 – June 30, 2023) of the grant describing the use of such funds. The report shall include funding disbursement, efforts towards linkage to care, re-engagement, and other high-impact activities, and numbers reflecting HIV prevention activities including: (1) the continuation of existing participation in HIV re-engagement efforts; (2) the continuation of existing processes for timely investigation and documentation in state reporting systems of positive, detectable, reactive HIV test results; and (3) assisting the Tennessee Department of Health with HIV cluster response.
- b) HIV Prevention activity shall be focused on first responders, victims of human trafficking, and pregnant women and infants, as well as traditional nationally recognized high-risk populations.
- c) You agree that you shall not subcontract with any entities.



- d) As a prerequisite to the receipt of such direct appropriation, the recipient shall agree to provide to the State agency head, within ninety (90) days of the close of the fiscal year within which such direct appropriation was received, an accounting of the actual expenditure of such funds including a notarized statement that the report is true and correct in all material respects; provided, however, that the head of the State agency through which such disbursement is being made may require, in lieu of the accounting as provided above, an audited financial statement of the non-governmental agency or entity. A copy of such accounting or audit, as the case may be, also shall be filed with the office of the Comptroller of the Treasury.
 - e) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.
 - f) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.
 - g) The funds received shall be placed in an interest-bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, the unexpended portion plus any accrued interest shall be returned to the State.
 - h) You must complete the attached Substitute W-9 Form and return it with this signed Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.
2. Return to the State agency head the following materials together:
- a) This signed Letter of Agreement;
 - b) Substitute W-9 Form; and
 - c) A plan specifying the proposed use of such funds and the benefits anticipated to be derived therefrom.
- We encourage you to return these materials as soon as possible. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials.
3. You agree to provide a notarized statement and accounting report regarding actual expenditure of these funds to this State agency within 90 days of the close of the fiscal year ending June 30. An additional copy must be provided at that time to: Office of the Comptroller of the Treasury, First Floor, State Capitol, Nashville, Tennessee 37243-0260. (See paragraph 1b above for these requirements.)

If you should have any questions or comments or need any assistance responding to this request, please contact **Robertson Nash at (615) 532-9254**.



Please retain a copy of this letter for your records. Payment status inquiries and accounting reports may be directed to the following staff of this department:

Eric Bucholz, Budget Director
710 James Robertson Parkway, 6th Floor
Nashville, Tennessee 37243

On behalf of **NAME OF ORGANIZATION**, I hereby agree to the aforementioned terms and conditions.

Gill C. Wright III, MD

Official's Signature

6/12/2023

Date

Gill Wright III, MD

Official's Name (please print)

Director of Health

Official's Title or Position

615-340-0410

Daytime Contact Phone Number

62-0694743

Federal Taxpayer Identification Number

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Gill C Wright III, MD
0460AC21E1CC408...

Director, Metro Public Health Department

6/12/2023

Date

DocuSigned by:
Tené Hamilton Franklin
BEBF0BBF14D1480...

Chair, Board of Health

6/12/2023

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery

Director, Department of Finance

6/14/2023 | 3:16 PM CDT

Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb

Director of Risk Management Services

6/14/2023 | 5:32 PM CDT

Date

APPROVED AS TO FORM AND LEGALITY:

Courtney Mohan

Metropolitan Attorney

6/14/2023 | 3:28 PM CDT

Date

FILED:

Metropolitan Clerk

Date

DEPARTMENT OF HEALTH:

Ralph Alvarado, MD, FACP
Commissioner

Date

Health Direct Appropriation Plan

The money received from the direct appropriation grant from the Tennessee Department of Health will be used to fund a portion of the salaries and benefits of Metro Nashville Public Health Department employees for the month of June 2023. Specifically, the funds will be applied towards the salary and benefits of the following employees/positions:

Prevention HIV Testing:

Name	Monthly Salaries	Annual Amount
Sherronda Broughton, Program Specialist	3,804.80 x 65% x 12	\$29,670.00
James Dickerson, Program Specialist	2,926.79 x 100% x 12	\$35,120.00
Vacant, Program Specialist	2,926.79 x 100% x 8	\$23,410.00

HIV Prevention:

Vacant, Communicable Disease Investigator	3,480.59 x 12% x 10	\$4,176.00
Vacant, Communicable Disease Investigator	3,480.59 x 85% x 10	\$29,584.00
Woodruff, Hannah , Communicable Disease Investigator	3,412.50 x 85% x 12	\$34,807.00
Danielle Duke, Program Coordinator	3,795.62 x 85% x 12	\$38,714.00
Melody Quarles, Communicable Disease Investigator	4,524.74 x 100% x 12	\$54,296.00
Henderson, Terrence, Communicable Disease Investigator	3,480.59 x 40% x 12	\$16,706.00
Vacant, Communicable Disease Investigator	3,480.59 x 85% x 10	\$29,584.00
Sarah Rash, Office Support Representative	3,617.25 x 100% x 12	\$43,406.00
Norm Foster, Manager	6,963.53 x 85% x 12	\$71,027.00

Federal EHE PrEP:

Catya Campbell, Program Specialist	3,712.62 x 100% x 12	\$44,500.00
Madeline Johnson, Nurse Practitioner	7,090.45 x 100% x 12	\$85,100.00

Surveillance:

Vacant, Communicable Disease Investigator	3,480.59 x 88% x 10	\$30,630.00
Henderson, Terrence, Communicable Disease Investigator	3,480.59 x 60% x 12	\$25,070.00

Federal STD Prevention:

Cameshia Beard, Communicable Disease Investigator	3,596.61 x 100% x 12	\$43,158.00
Reggan Mason Communicable Disease Investigator	3,412.33 x 100% x 12	\$40,947.00
Shelia Kirkendoll, Communicable Disease Investigator	4,524.74 x 100% x 12	\$54,295.00

Federal STD COVID Prevention:

Vacant, Program Coordinator	4,192.55 x 100% x 12	\$50,320.00
Vacant, Communicable Disease Investigator	3,480.59 x 100% x 12	\$41,770.00
Vacant, Communicable Disease Investigator	3,480.59 x 100% x 12	\$41,770.00
Vacant, Communicable Disease Investigator	3,480.59 x 100% x 12	\$41,770.00
Vacant, Communicable Disease Investigator	3,480.59 x 100% x 12	\$41,770.00

Health Direct Appropriation Benefits

Reimbursement of local Metro dollars from the grantor and maintain employment of the individuals affected.


Certificate Of Completion

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Document Pages: 12	Signatures: 6
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
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Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Juanita.Paulsen@nashville.gov
	IP Address: 170.190.198.185

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Signer Events	Signature	Timestamp
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brittany.bryant@nashville.gov		Viewed: 6/14/2023 2:44:45 PM
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Aaron.Pratt@nashville.gov		Viewed: 6/14/2023 2:54:59 PM
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	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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Courtney.Mohan@nashville.gov		Viewed: 6/14/2023 3:18:20 PM
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	Using IP Address: 170.190.198.185	

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Signer Events	Signature	Timestamp
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Balogun Cobb
 balogun.cobb@nashville.gov
 Security Level: Email, Account Authentication (None)

Balogun Cobb

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 Using IP Address: 170.190.198.185

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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Danielle Godin
 Danielle.Godin@nashville.gov
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sally Palmer
 sally.palmer@nashville.gov
 Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:

Accepted: 6/15/2023 7:50:03 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/14/2023 2:41:49 PM
Certified Delivered	Security Checked	6/14/2023 5:32:13 PM
Signing Complete	Security Checked	6/14/2023 5:32:20 PM
Completed	Security Checked	6/14/2023 5:32:22 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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SUBSTITUTE BILL NO. BL2023 - 1867

A bill to be entitled: The Budget Ordinance of the Metropolitan Government of Nashville and Davidson County, Tennessee for Fiscal Year 2024

WHEREAS, Article 6 of the Metropolitan Charter provides for the preparation of the Annual Operating Budget of the Metropolitan Government and for its submission to the Council by the Mayor not later than May 1 of each year.

BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

ARTICLE I

The amounts hereafter set out in Section I and Section II shall constitute the estimated revenues and applicable prorating provisions for property taxes, and the Operating Budget for The Metropolitan Government of Nashville and Davidson County, and the said sums specified herein are hereby appropriated for the purpose of meeting the expenses for the General Services District (GSD) and the Urban Services District (USD), respectively, for the various departments, institutions, offices, and agencies of the Metropolitan Government, and for meeting the payments of principal and interest on the Metropolitan Government debt maturing during the fiscal year beginning July 1, 2023 and ending June 30, 2024 (hereinafter referred to as Fiscal Year 2024 and FY2024).

The informational summary sheets immediately following are summaries of the detailed estimated revenue sources and budget appropriations by funds for purposes and in amounts numerically itemized by departmental accounts in subsequent schedules of Section I and Section II.

In order to facilitate proper grant accounting, the Director of Finance is hereby authorized to transfer grant-related appropriations and estimated revenues from the general funds to existing or new grant-related special revenue funds at her discretion.

For the purpose of maintaining authorized position counts in Metro's enterprise business system, the Director of Finance is hereby authorized to adjust budgeted positions and full-time equivalents of the various departments and agencies of the Metropolitan Government so as not to exceed authorized budget allocations established in this ordinance.

The Director of Finance is hereby authorized to transfer funds as necessary to implement the Guaranteed Payment Plan program previously approved by the Metropolitan Council.

Pursuant to RS2021-794, the Director of Finance is hereby authorized to transfer funds and positions as necessary for the continued services for the collection and disposal of solid waste as discussed in the Memorandum of Understanding.

Pursuant to BL2021-971, the Director of Finance is hereby authorized to transfer funds and positions as necessary to implement the creation of the Office of Homeless Services.

Pursuant to TCA Title 38, Chapter 8, as amended, the community oversight board will be terminated and the Metropolitan Council may create a police advisory and review committee within 120 days of July 1, 2023. Therefore, the Director of Finance is hereby authorized to transfer funds and positions as necessary to support the creation of a police advisory and review committee.

The Director of Finance is hereby authorized to carry forward and allocate in FY 2024 any unencumbered and unexpended funds at June 30, 2023 for General Government Administration, Employee Benefits and Contingency, Economic Development, and Community Support.

The Director of Finance is hereby authorized to carry forward and allocate in FY 2024 any unencumbered and unexpended funds at June 30, 2023 for appropriations made from benefit trust fund accounts.

The Director of Finance is hereby authorized to adjust the interest earnings of each account in the Metro Investment Pool to recover a pro-rata share of the costs of the Treasurer's investment and cash management programs.

The Director of Finance is authorized to transfer funds and designate expenditures as appropriate to maintain compliance with the fund balance policies as outlined in BL2022-1632 and RS2022-1901. The FY2024 budget includes appropriations for these purposes in Section I, Schedule B.

Pursuant to RS2022-1901, the Director of Finance is authorized to allocate calculated surpluses during FY2024 upon verification of their availability at the completion of the FY2023 Annual Comprehensive Financial Report. Surpluses in operating funds will be allocated for the purposes outlined in Section I, Schedule F.

For the purpose of this budget ordinance, the Fund Balance Reserve Policies of the Metropolitan Government of Nashville and Davidson County, Tennessee, adopted on January 17, 2023, are amended to allow for the allocation of Calculated Surplus for One-Time purposes including without limitation any of the following:

(a) expenditures that are capital or otherwise non-recurring;

(b) debt reduction; and/or

(c) the establishment of other reserves, or funding other accounts for self-insured liability, contingency funds, judgements and losses, or other similar one-time purposes, to enhance the Metropolitan Government's financial position/wherewithal.

For the purpose of providing funds in anticipation of various grant and other revenues, the Director of Finance is hereby authorized to enter into interfund loans between funds of the Metropolitan Government and between the Metropolitan Government and related but separate legal entities that are included in the Metropolitan Government's reporting entity, as may be permitted under the laws of the State of Tennessee.

Nashville General Hospital (NGH) serves as a safety net facility for the provision of acute medical care services to residents of Davidson County, Tennessee. NGH requires additional resources to provide health care services to the indigent, uninsured and Medicaid/TennCare patients in Davidson County; otherwise such services would be unavailable. An appropriation of \$57,820,700 is to be provided to the Hospital Authority, all of which is provided as part of this Fiscal Year 2024 operating budget with the following appropriation established for safety net expansion purposes: \$6,000,000. This safety net expansion appropriation shall be in the form of an intergovernmental transfer to the State of Tennessee as a match to secure federal funding. Such federal funding requires the approval of the Centers for Medicare and Medicaid Services (CMS). If CMS fails to approve the \$6,000,000 as a federal funding match, then the \$6,000,000 appropriation will be paid directly to the Hospital Authority. The Mayor is authorized to execute any and all documents necessary to complete the above-referenced transaction with the Federal and State governments.

As an express condition of the receipt of the Hospital Authority appropriation set forth herein, monthly, within 5 days of Hospital Authority Board review but no later than 45 days after the end of each month, the Hospital Authority shall provide electronic copies of the following:

- (a) the most recent month end budget to actual income statement;
- (b) the most recent cash flow statement showing each actual month beginning July 1, 2023 and showing each projected month through June 30, 2024;
- (c) the most recent month's balance sheet;
- (d) the most recent bank statements or other documentation from all Hospital Authority banks showing detailed deposit and withdrawal transactions;
- (e) aging reports with explanations for any amounts in dispute for accounts receivable, accounts payable and any recorded or unrecorded liabilities not included in accounts payable, including a comprehensive summary of each unpaid amount billed by Meharry Medical College;
- (f) the previous month's copies of the balance sheet;
- (g) the monthly actual and projected cash flow;
- (h) patient outcome documentation;
- (i) co-pays and deductibles collected at time of service upon intake; and
- (j) Nashville General Hospital department audits.

These records shall be submitted to the following:

- a. the Metropolitan Director of Finance;
- b. the Vice Mayor of the Metropolitan Council; and
- c. each member of the Metropolitan Council.

In the event adjustments are needed for internal service fund budgets by the Metro Council, the Director of Finance is authorized to adjust the affected operating budgets of internal service funds, special revenue funds, enterprise funds, and departmental operating budget accounts. The Director of Finance is authorized to adjust internal service fund budgets for purposes of incorporating pay plan adjustments as authorized by the Metro Council.

Within 5 business days of the closure of the ledger for each month, but no later than 45 days after the end of each month, the Metropolitan Nashville Public Schools (MNPS) shall provide the following for the MNPS General Fund and special revenue funds and internal service funds managed by MNPS listed in Section 1, Schedule D of this ordinance:

- (a) the most recent month end budget to actual expense activity with monthly projections through June 30, 2024;
- (b) the most recent month end budget to actual revenue activity with monthly projections through June 30, 2024 for revenue accounts projected by MNPS;
- (c) the most recent cash flow statement showing each actual month beginning July 1, 2023 and showing each projected month through June 30, 2024;
- (d) any reported programmatic or funding changes in Tennessee Investment in Student Achievement (TISA);
- (e) any audit findings or legal determinations that could have a material impact on financial resources;
- (f) summary by grant of the amounts billed but not yet received;
- (g) summary by grant of the amounts expended but not yet billed to grantors; and
- (h) a report on the status of revenue allocations and expenditure status of any local, state, or federal funds made available to the MNPS for COVID-19 relief.

These records shall be submitted to the following:

- a. the Metropolitan Director of Finance;
- b. the Mayor's Office;
- c. the Vice Mayor of the Metropolitan Council; and

The Director of Finance is hereby authorized to carry forward and allocate remaining funds at June 30, 2023 and funds received during FY 2024 from Hotel Occupancy Tax Funds (30047 Hotel Occupancy 2007 1% Secondary TDZ Fund) enacted pursuant to Ordinance BL2010-727, as amended by BL2017-589, for the purpose of reimbursing expenses related to flood mitigation and the repair and renovation of the Grand Ole Opry House due to damages directly caused by the May 2010 flood.

The Director of Finance is hereby authorized to increase the allocation for the tourist promotion budget from Hotel Motel Occupancy Tax Funds (30044 Hotel Tourist Promotion) for the purpose of recognizing any revenue received in excess of budgeted revenues to support the direct promotion of tourism in accordance with TCA Title 7, Chapter 4.

For the purpose of obtaining adequate funds for its continued operation while awaiting the receipt of funds from federal grants, MTA is hereby authorized to borrow funds in a principal amount not to exceed \$20 million dollars at a rate of interest and such other terms to be determined at the discretion of MTA in accordance with its policies and procedures, (the evidence of such borrowing referred to as the "Note"). The Note shall mature not later than June 30, 2024. The principal of and interest on the amount of the Note may be secured by the pledge of the MTA's business assets, including accounts, accounts receivable, contract rights, inventory, furniture, fixtures, equipment, general intangibles, and personal property of all and every kind, wherever located and whether now existing or hereinafter acquired. MTA may take such other steps as are necessary to effectuate the Note and the purposes of this Resolution. The debt secured by the Note shall not pledge the credit of the Metropolitan Government of Nashville and Davidson County and shall be "without recourse" such that the Metropolitan Government of Nashville and Davidson County is not obligated with respect to the debt or the Note.

Summary Of Estimated Revenue And Fund Balances To Support Appropriations

Fiscal Year
2024

Revenue Source Or Description	General Fund	Debt Service Fund	School Debt Service Fund	School Funds	Total
GENERAL SERVICES DISTRICT:					
Property Taxes - Current Year	\$629,541,800	\$229,071,000	\$60,052,400	\$477,513,900	\$1,396,179,100
Property Taxes - Non Current Year	79,116,800	3,233,100	1,889,100	10,556,700	94,795,700
Local Option Sales Tax	265,626,900	3,228,500	73,215,600	388,049,500	730,120,500
Other Taxes, Licenses, and Permits	167,856,400	0	0	37,436,700	205,293,100
Fines, Forfeits, and Penalties	4,157,600	187,000	0	500	4,345,100
Other Agencies - Federal Direct	2,066,000	4,921,900	0	0	6,987,900
Other Agencies - Federal Through State	4,645,200	0	0	500,000	5,145,200
Other Agencies - Other Pass - Through	8,372,400	0	0	0	8,372,400
Other Agencies - State Direct	144,505,700	0	0	282,562,500	427,068,200
Other Agencies - Other Governments	22,188,000	0	0	10,000	22,198,000
Commissions and Fees	17,902,000	0	0	0	17,902,000
Charges for Current Services	45,041,500	0	0	2,220,000	47,261,500
Compensation from Property	391,000	3,000,000	0	3,043,000	6,434,000
Contributions and Gifts	4,700	0	0	250,000	254,700
Miscellaneous	678,900	0	0	30,000	708,900
Subtotal	<u>\$1,392,094,900</u>	<u>\$243,641,500</u>	<u>\$135,157,100</u>	<u>\$1,202,172,800</u>	<u>\$2,973,066,300</u>
Operating Transfers In	27,564,200	83,628,900	1,625,500	3,300,000	116,118,600
Non-Operating Transfers In	0	0	0	0	0
Subtotal	<u>\$27,564,200</u>	<u>\$83,628,900</u>	<u>\$1,625,500</u>	<u>\$3,300,000</u>	<u>\$116,118,600</u>
Fund Balance Policy Adjustment	71,121,300	0	0	0	71,121,300
Total Available for GSD Appropriations	<u>\$1,490,780,400</u>	<u>\$327,270,400</u>	<u>\$136,782,600</u>	<u>\$1,205,472,800</u>	<u>\$3,160,306,200</u>

URBAN SERVICES DISTRICT:

Property Taxes - Current Year	\$126,059,700	\$18,549,300	\$0	\$0	\$144,609,000
Property Taxes - Non Current Year	18,768,700	344,200	0	0	19,112,900
Other Taxes, Licenses, and Permits	38,083,600	1,295,500	0	0	39,379,100
Other Agencies - State Direct	782,600	0	0	0	782,600
Charges for Current Services	125,000	0	0	0	125,000
Operating Transfers In	0	0	0	0	0
Subtotal	<u>\$183,819,600</u>	<u>\$20,189,000</u>	<u>0</u>	<u>0</u>	<u>\$204,008,600</u>
Total Available for USD Appropriations	<u>\$183,819,600</u>	<u>\$20,189,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$204,008,600</u>

Summary Of Appropriations In Appropriated Funds By District

Fiscal Year
2024

Function	General Services District	Urban Services District	Duplicated by Interdistrict Interfund Transfers	Appropriation by Function and/or Fund
GENERAL FUNDS:				
General Government	<u>\$348,123,700</u>	\$34,920,800	\$0	<u>\$383,044,500</u>
	\$348,268,700			\$383,189,500
Fiscal Administration	36,928,100	0	0	36,928,100
Administration of Justice	<u>90,841,200</u>	0	0	<u>90,841,200</u>
	90,766,200			90,766,200
Law Enforcement and Care of Prisoners	375,128,000	481,000	481,000	375,128,000
Fire Prevention and Control	94,953,200	94,567,700	0	189,520,900
Regulation, Inspection, & Economic Development	<u>65,080,400</u>	2,517,600	0	<u>67,598,000</u>
	65,065,400			67,573,000
Social Services	13,318,000	0	0	13,318,000
Health and Hospitals	<u>132,804,400</u>	0	0	<u>132,804,400</u>
	132,621,300			132,621,300
Public Library System	<u>41,997,800</u>	0	0	<u>41,997,800</u>
	41,364,800			41,364,800
Recreational, Cultural, Conservation & Community Support	<u>89,726,900</u>	465,500	0	<u>90,192,400</u>
	89,681,900			90,147,400
Infrastructure and Transportation	<u>130,757,400</u>	46,367,000	0	<u>177,124,400</u>
	131,573,500			177,940,500
Other Appropriations	71,121,300	0	0	71,121,300
Cash & Fund Balance Restoration	0	4,500,000	0	4,500,000
GENERAL FUNDS TOTAL	1,490,780,400	183,819,600	481,000	1,674,119,000
DEBT SERVICE FUNDS	464,053,000	20,189,000	0	484,242,000
SCHOOL OPERATING FUND	1,205,472,800	0	0	1,205,472,800
TOTAL APPROPRIATIONS BY DISTRICT	3,160,306,200	204,008,600	481,000	3,363,833,800
Less GSD Interfund Transfer - GSD Operating to GSD Debt	(74,510,200)			(74,510,200)
NET APPROPRIATION BY DISTRICT	<u>\$3,085,796,000</u>	<u>\$204,008,600</u>	<u>\$481,000</u>	<u>\$3,289,323,600</u>

Estimated Unencumbered Beginning & Fund Balance Adjustments

Fiscal Year
2024

This schedule is presented for information purposes only.

Fund	Estimated Unencumbered Fund Balance June 30, 2023	Fund Balance Policy Adjustments in FY 2024 Budget	Estimated Unencumbered Fund Balance June 30, 2024	Estimated June 30, 2024 Balance as a Percent of FY24 Expenditure Budget
GENERAL SERVICES DISTRICT:				
General Fund	\$372,015,600	(\$71,121,300)	300,894,300	20.2%
Debt Service Fund	56,953,300	\$71,121,300	128,074,600	50.0%
Schools Fund	270,825,200	0	270,825,200	22.5%
Schools Debt Service Fund	78,787,100	0	78,787,100	57.6%
URBAN SERVICES DISTRICT:				
General Fund	26,247,900	4,500,000	30,747,900	17.1%
Debt Service Fund	12,312,600	0	12,312,600	61.0%

SECTION I: THE GENERAL SERVICES DISTRICT

Provisions for Prorating Property Taxes:

2022 (Preceding) and Prior Years: 2022 and prior years' Property Taxes of the General Services District, collected during Fiscal Year 2024, are to be prorated consistent with the tax levy ordinance applicable for the tax year and fiscal year in which the tax was originally levied.

2023 Property Taxes: 2023 Property Taxes of the General Services District, collected during Fiscal Year 2024, are to be prorated consistent with the tax levy ordinance for Fiscal Year 2024.

Therefore, all such taxes are prorated as follows:

Fund	GSD Outside USD	GSD Inside USD
10101 GSD General Fund	45.8248%	44.8816%
35131 GSD Schools Fund	33.7440%	34.3315%
20125 GSD Debt Service Fund	16.1875%	16.4694%
25104 GSD Schools Debt Service Fund	4.2437%	4.3175%
	100.0000%	100.0000%

Section I: General Services District

Fiscal Year

Schedule A: Estimated Revenues & Fund Balances Supporting Appropriations

2024

Object Acct	10101	20115	25104	35131	Total
	General Fund	Debt Services Fund	MNPS Debt Service Fund	MNPS Funds	

PROPERTY TAXES:

Property Taxes - Current Year

401110	Real Property - current year	\$596,628,300	\$217,081,400	\$56,909,200	\$452,520,700	\$1,323,139,600
401120	Personal Property - current year	21,493,800	7,848,600	2,057,600	16,360,900	47,760,900
401130	Public Utility - current year	11,419,700	4,141,000	1,085,600	8,632,300	25,278,600
Subtotal Property Taxes - Current Year		629,541,800	229,071,000	60,052,400	477,513,900	1,396,179,100

Property Taxes - Non Current Year

401212	Real-Collection -preceding year	\$8,775,400	\$3,005,000	\$1,805,300	\$6,938,200	\$20,523,900
401222	Personal Collection - preceding year	107,600	36,300	13,200	82,600	239,700
401224	Personal Collection - C & M - preceding year	414,100	139,700	50,700	317,800	922,300
401232	Public Utility Collection - preceding year	1,100	300	100	700	2,200
401234	Public Utility C&M Tax Lit preceding	92,600	30,800	11,100	69,900	204,400
401310	Real Property- C&M-prior	9,600	2,200	900	7,400	20,100
401324	Personalty-Trustee- C&M-prior	61,100	16,200	6,600	46,600	130,500
401334	Public Utility - C&M Tax Lit-prior	11,800	2,600	1,200	8,700	24,300
401510	Interest/ Penalty- Trustee	1,792,400	0	0	0	1,792,400
401520	Interest/ Penalty- Collections	1,547,700	0	0	0	1,547,700
401530	Interest/ Penalty- C&M	1,023,300	0	0	0	1,023,300
401531	Attorney Fees - C & M	522,300	0	0	0	522,300
401540	Tax Summons Fees	79,200	0	0	0	79,200
401541	Tax Summons Fees - Personal	41,600	0	0	0	41,600
401610	In-Lieu - current	64,637,000	0	0	3,084,800	67,721,800
Subtotal Property Taxes - Non Current Year		79,116,800	3,233,100	1,889,100	10,556,700	94,795,700

TOTAL PROPERTY TAXES

\$708,658,600	\$232,304,100	\$61,941,500	\$488,070,600	\$1,490,974,800
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LOCAL OPTION SALES TAX:

402000	Local Option Sales Tax	\$265,626,900	\$3,228,500	\$73,215,600	\$388,049,500	\$730,120,500
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TOTAL LOCAL OPTION SALES TAX

\$265,626,900	\$3,228,500	\$73,215,600	\$388,049,500	\$730,120,500
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OTHER TAXES, LICENSES, AND PERMITS:

403101	Marriage License	\$0	\$0	\$0	\$75,000	\$75,000
403103	Special Private License	4,500	0	0	0	4,500
403104	Taxicab License	19,000	0	0	0	19,000
403105	Motor Vehicle License	28,487,600	0	0	0	28,487,600
403106	General Wrecker License	9,500	0	0	0	9,500
403107	Emergency Wrecker License	17,000	0	0	0	17,000
403108	Pawnbroker License	100	0	0	0	100
403111	Pet Registration	381,000	0	0	0	381,000
403112	Pedi Vehicle License	3,000	0	0	0	3,000
403113	Low Speed Vehicle License	3,500	0	0	0	3,500
403114	Arborist License	100	0	0	0	100
403116	Helping Schools License	0	0	0	3,000	3,000
403119	Tattoo License	20,000	0	0	0	20,000
403120	Adult Entertainment License	45,000	0	0	0	45,000
403123	Horse-Drawn Carriage License	3,000	0	0	0	3,000
403124	Booting Service License	7,500	0	0	0	7,500
403125	Other PVH Company Certi	31,000	0	0	0	31,000
403201	Commercial Vehicle Wheel Tax	3,510,300	0	0	0	3,510,300
403202	Wholesale Beer Tax	13,995,200	0	0	6,660,200	20,655,400
403203	Alcoholic Beverage Privilege Tax	529,900	0	0	0	529,900
403204	Alcoholic Beverage Gross Receipt Tax	337,800	0	0	30,698,500	31,036,300
403205	Beer Permit Privilege Tax	230,000	0	0	0	230,000
403206	Business Tax	49,145,100	0	0	0	49,145,100
403208	Mineral Severance Tax	784,600	0	0	0	784,600
403217	Fantasy Sports Tax	8,900	0	0	0	8,900
403218	Online Sports Betting Tax	1,278,000	0	0	0	1,278,000
403301	Wholesale Liquor Tax	9,756,000	0	0	0	9,756,000
403303	Taxicab Driver Permit	20,000	0	0	0	20,000

Section I: General Services District

Fiscal Year

Schedule A: Estimated Revenues & Fund Balances Supporting Appropriations

2024

Object Acct	10101	20115	25104	35131	Total
	General Fund	Debt Services Fund	MNPS Debt Service Fund	MNPS Funds	
403304 Wrecker Permit	\$7,000	\$0	\$0	\$0	\$7,000
403305 Building Permit	18,500,000	0	0	0	18,500,000
403306 Electrical Permit	3,100,000	0	0	0	3,100,000
403307 Plumbing Permit	2,800,000	0	0	0	2,800,000
403308 Excavation Permit	4,000,000	0	0	0	4,000,000
403309 Beer Permit	110,000	0	0	0	110,000
403310 Gas Code Permit	2,828,900	0	0	0	2,828,900
403311 Alarm Device Permit	887,200	0	0	0	887,200
403315 Air Pollution Permit	165,000	0	0	0	165,000
403320 Temporary Street Close Permit	3,500,000	0	0	0	3,500,000
403321 Event & Film Permit-Banner	12,000	0	0	0	12,000
403321 Event & Film Permit-Film	15,000	0	0	0	15,000
403321 Event & Film Permit-Parade	7,000	0	0	0	7,000
403321 Event & Film Permit-Special	16,500	0	0	0	16,500
403321 Event & Film Permit-Right of Way	10,000	0	0	0	10,000
403324 Other PVH Vehicle Permi	3,500	0	0	0	3,500
403325 Other PVH Driver Permit	16,500	0	0	0	16,500
403328 Pet Dogs Outdoor Dining Permit	1,000	0	0	0	1,000
403329 Chicken Permit	6,800	0	0	0	6,800
403331 Commercial Solicitation Permit	500	0	0	0	500
403332 Permitted Solicitor Badge Fee	1,800	0	0	0	1,800
403333 Short-term Rental Permit	1,927,300	0	0	0	1,927,300
403334 PEDI Vehicle Permit	3,000	0	0	0	3,000
403335 Low Speed Vehicle Permit	3,000	0	0	0	3,000
403336 Shared Urban Mobility Devices	241,500	0	0	0	241,500
403400 Franchises-Other	13,544,000	0	0	0	13,544,000
403401 Franchises - Cable Television	7,521,300	0	0	0	7,521,300
TOTAL OTHER TAXES, LICENSES, & PERMITS	\$167,856,400	\$0	\$0	\$37,436,700	\$205,293,100
FINES, FORFEITS AND PENALTIES:					
404004 Offender Program Income	\$1,000	\$0	\$0	\$0	\$1,000
404101 Metro Courts Fines & Costs - Div I	245,100	0	0	0	245,100
404104 Beer Law Violation Fine	300,000	0	0	0	300,000
404105 Gen'l Sessions - Traffic Viol. Ad. Fee	12,000	0	0	0	12,000
404106 Gen'l Sessions - DUI Fines - Crim. Ct Clk	160,500	0	0	0	160,500
404107 Game/Fish Violation Fine - GS Crim. Div.	1,500	0	0	0	1,500
404108 Environmental Court Fine	30,000	0	0	0	30,000
404109 Pre-Trial Diversion Cost	300	0	0	0	300
404110 Indigent Defendant Cost	18,000	0	0	0	18,000
404111 Traffic Violation Fine	1,500,000	0	0	0	1,500,000
404200 Court Clerk - Fines & Costs - Criminal	178,000	0	0	0	178,000
404211 Impact Demo Prog Fee	100	0	0	0	100
404212 Tattoo Parlors- Civil Fine	500	0	0	0	500
404244 Return Prisoners Cost	6,000	0	0	0	6,000
404300 DUI & Safety Ed Program Fee	40,000	0	0	0	40,000
404302 Traffic School Fee - Gen'l Sess	550,000	0	0	0	550,000
404304 Codes Offender School Fee	100	0	0	0	100
404350 Breath Alcohol Test Fees - Criminal Ct	2,500	0	0	0	2,500
404451 DUI Probation Supervision Fees	21,000	0	0	0	21,000
404454 CCC Probation Fees	17,000	0	0	0	17,000
404502 Environmental Ct. Penalty	125,000	0	0	0	125,000
404600 Litigation Tax	250,000	0	0	0	250,000
404620 Jail Construc/Upgrade	0	187,000	0	0	187,000
404630 Courtroom Security Enhanc Fee	22,800	0	0	0	22,800
404635 Courtroom Security Litigation Tax	611,300	0	0	0	611,300
404640 Victims Assistance Assessment	3,900	0	0	0	3,900
404645 Litigation Tax GSC Judges	55,000	0	0	0	55,000
404780 Sale-Confiscated Property	6,000	0	0	0	6,000
404900 Court Ordered Restitutions	0	0	0	500	500
TOTAL FINES, FORFEITS AND PENALTIES	\$4,157,600	\$187,000	\$0	\$500	\$4,345,100

Section I: General Services District

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Schedule A: Estimated Revenues & Fund Balances Supporting Appropriations

2024

Object Acct	10101	20115	25104	35131	Total
	General Fund	Debt Services Fund	MNPS Debt Service Fund	MNPS Funds	
REVENUE FROM OTHER GOVERNMENT AGENCIES:					
Other Agencies - Federal Direct					
406040 Bond Interest Tax Credit	\$0	\$4,921,900	\$0	\$0	\$4,921,900
406150 US Marshall Reimbursement	2,066,000	0	0	0	2,066,000
Subtotal Other Agencies - Federal Direct	2,066,000	4,921,900	0	0	6,987,900
Other Agencies - Federal Thru State					
406200 Federal Received Thru State Of Tenn.	\$0	\$0	\$0	\$300,000	\$300,000
406210 Medicare/TNCare thru State	0	0	0	200,000	200,000
406214 EMS-Medicaid Supplemental Prgm	1,503,100	0	0	0	1,503,100
406215 DTCH-Medicaid/TNCare thruState	3,142,100	0	0	0	3,142,100
Subtotal Other Agencies - Federal Thru State	4,645,200	0	0	500,000	5,145,200
Other Agencies - Other Pass-Through					
406314 DTCH-Medicaid/TNCare thruOther	\$775,000	\$0	\$0	\$0	\$775,000
406324 DTCH-Medicare thru OtherPassT	7,597,400	0	0	0	7,597,400
Subtotal Other Agencies - Oth. Pass-Through	8,372,400	0	0	0	8,372,400
Other Agencies - State Direct					
406401 TN Funded Programs	\$16,000	\$0	\$0	\$0	\$16,000
406402 Alc Bev Tax Apportion	1,224,300	0	0	0	1,224,300
406403 TN Telecomm Sales Tax	762,500	0	0	762,500	1,525,000
406404 Gas & Fuel County	9,756,400	0	0	0	9,756,400
406405 Gas & Fuel City	18,251,400	0	0	0	18,251,400
406407 TN Sales Tax Levy	65,041,500	0	0	0	65,041,500
406408 TN Beer Tax Allocation	260,900	0	0	0	260,900
406409 TN Excise Tax Allocation	21,246,500	0	0	0	21,246,500
406410 Gas Inspection Fees	1,419,400	0	0	0	1,419,400
406411 Post Mortum Reimbursement	225,000	0	0	0	225,000
406412 Jail Inmate Reimbursement	16,600,000	0	0	0	16,600,000
406415 TN Cost Reimbursement	9,331,300	0	0	0	9,331,300
406426 TennCare	370,500	0	0	0	370,500
406430 TN MNPS TISA	0	0	0	280,000,000	280,000,000
406431 TN MNPS Career Teachers Program	0	0	0	700,000	700,000
406433 TN MNPS Excess Cost	0	0	0	1,100,000	1,100,000
Subtotal Other Agencies - State Direct	144,505,700	0	0	282,562,500	427,068,200
Other Agencies - Other Government Agencies					
406500 Other TN Gov't Agencies	\$0	\$0	\$0	\$10,000	10,000
406605 E911	4,900	0	0	0	4,900
406606 Emergency Communications District	651,600	0	0	0	\$651,600
406609 MTA Operations	79,700	0	0	0	79,700
406620 Hospital Authority	5,961,500	0	0	0	5,961,500
406621 Convention Center Authority	441,600	0	0	0	441,600
406701 Metro Legal Services	2,457,400	0	0	0	2,457,400
406702 LOCAP Reimbursement	12,591,300	0	0	0	12,591,300
Subtotal Other Agencies-Other Gov Agencies	22,188,000	0	0	10,000	22,198,000
TOTAL FROM OTHER GOVERNMENT AGENCIES	\$181,777,300	\$4,921,900	\$0	\$283,072,500	\$469,771,700
COMMISSIONS AND FEES:					
Commissions and Fees - Court Clerks					
407200 Circuit Court Clerk	\$400,000	\$0	\$0	\$0	\$400,000
407200 Juvenile Court Clerk	316,500	0	0	0	316,500
407200 Clerk & Master, Chancery Court	1,420,500	0	0	0	1,420,500
407200 Criminal Court Clerk	765,000	0	0	0	765,000
Subtotal Commissions & Fees - Court Clerks	2,902,000	0	0	0	2,902,000
Commissions and Fees - Elected Officials					
407300 County Clerk	\$10,000,000	\$0	\$0	\$0	\$10,000,000
407300 Register of Deeds	5,000,000	0	0	0	5,000,000
Subtotal Commission & Fees - Elected Off.	15,000,000	0	0	0	15,000,000
TOTAL COMMISSIONS AND FEES	\$17,902,000	\$0	\$0	\$0	\$17,902,000

Section I: General Services District

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Schedule A: Estimated Revenues & Fund Balances Supporting Appropriations

2024

Object Acct	10101 General Fund	20115 Debt Services Fund	25104 MNPS Debt Service Fund	35131 MNPS Funds	Total
CHARGES FOR CURRENT SERVICES:					
Charges for Current Services - Goods					
407601 Photostat and Microfilming	\$237,200	\$0	\$0	\$0	\$237,200
407604 Sales of Maps	300	0	0	0	300
407605 Sales of Voter Registration Lists	3,000	0	0	0	3,000
407606 Recycled Materials	10,000	0	0	20,000	30,000
407609 Code Book	100	0	0	0	100
407619 Video	11,500	0	0	0	11,500
407627 Certificates-Vital Statistic	1,000,000	0	0	0	1,000,000
407651 Medical Reports	1,000	0	0	0	1,000
407654 Concessions	96,500	0	0	0	96,500
407655 Re-sale Inventory	40,000	0	0	0	40,000
Subtotal Charges for Current Services - GSD	1,399,600	0	0	20,000	1,419,600
Charges for Current Services - Services					
407701 Building Appeals	\$10,000	\$0	\$0	\$0	\$10,000
407701 STRP Appeals	9,400	0	0	0	\$9,400
407701 Electrical Appeals	113,900	0	0	0	113,900
407701 Mech/Gas Appeals	60,400	0	0	0	60,400
407701 Plumbing Appeals	68,400	0	0	0	68,400
407701 Zoning Appeals	14,000	0	0	0	14,000
407705 Small Wireless Facility Fee	8,000	0	0	0	8,000
407707 Plans Examination - Codes	2,353,400	0	0	0	2,353,400
407708 Zone Change	2,975,700	0	0	0	2,975,700
407711 Planned Unit Development Review	298,500	0	0	0	298,500
407718 Metro Clerk - Lobbyist Registration	24,000	0	0	0	24,000
407719 Sheriff Background Check	10,000	0	0	0	10,000
407728 Subdivision Review Fees	572,000	0	0	0	572,000
407730 Police Secondary Employment	6,548,800	0	0	0	6,548,800
407731 Primary Clinic Fees - Individuals	141,000	0	0	0	141,000
407732 Primary Care - Insurance	1,000	0	0	0	1,000
407736 Police Investigation Fee	6,500	0	0	0	6,500
407737 State Inspection	1,500,000	0	0	0	1,500,000
407739 BTC Prescription Co-Pymts	25,000	0	0	0	25,000
407740 State Inspection-Summer Food	9,000	0	0	0	9,000
407744 St and Alley Map Amend	7,000	0	0	0	7,000
407746 Family Planning Fees	30,000	0	0	0	30,000
407749 Spec Police Commission	14,000	0	0	0	14,000
407759 Engineering Design	26,000	0	0	0	26,000
407759 Pool Plan Review	5,000	0	0	0	5,000
407762 Host Fee	600,000	0	0	0	600,000
407769 Comm Plan Amend Fees	153,400	0	0	0	153,400
407777 ACSI EMS EMSM Collections	276,400	0	0	0	276,400
407778 General Services Support	1,053,600	0	0	0	1,053,600
407783 Impound/Boarding Fees	50,000	0	0	0	50,000
407784 MNPS Fees (Sundry, Summer and Pre-K Tuition)	0	0	0	2,200,000	2,200,000
407788 Serve Summons Costs - Sheriff	1,300,000	0	0	0	1,300,000
407793 Out of County Processing	530,000	0	0	0	530,000
407797 Landlord Registration Fees	75,000	0	0	0	75,000
407879 DTCH-Emergency Ambulance	10,816,900	0	0	0	10,816,900
Subtotal- Charges for Current Services - Serv.	29,686,300	0	0	2,200,000	31,886,300

Section I: General Services District

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Schedule A: Estimated Revenues & Fund Balances Supporting Appropriations

Object Acct	10101 General Fund	20115 Debt Services Fund	25104 MNPS Debt Service Fund	35131 MNPS Funds	Total
Charges for Current Services - User Fees					
407801 Admissions-Community Centers	\$410,000	\$0	\$0	\$0	410,000
407801 Admissions-Parks	2,800,000	0	0	0	2,800,000
407801 Rental-Parks	855,000	0	0	0	855,000
407801 Sportsplex Org Leagues-Parks	400,000	0	0	0	400,000
407801 Admissions Sportsplex-Parks	450,000	0	0	0	450,000
407801 Admissions-Wave Pool	500,000	0	0	0	500,000
407803 Athletic Fees	65,000	0	0	0	65,000
407803 Green Fees	4,417,500	0	0	0	4,417,500
407803 Driving Range Fees	415,000	0	0	0	415,000
407803 Rentals	850,000	0	0	0	850,000
407803 Tennis Fees	500,000	0	0	0	500,000
407803 Athletic Fees	35,000	0	0	0	35,000
407804 Sidewalk Waiver Reviews	60,000	0	0	0	60,000
407807 Workshop Fees - Class	400,000	0	0	0	400,000
407808 Facility Use Fee	6,000	0	0	0	6,000
407808 Facility Use - Dock	150,000	0	0	0	150,000
407808 Facility Use - Softball Field	300,000	0	0	0	300,000
407808 Facility Use - Horse Stable	1,200	0	0	0	1,200
407808 Facility Use - Parks	400,000	0	0	0	400,000
407808 Facility Use - Picnic Area	125,000	0	0	0	125,000
407811 BBD Pre-Inspection Fees	1,000	0	0	0	1,000
407812 BBD Retail Liquor Measurement Fee	300	0	0	0	300
407815 Public Library Fees	75,000	0	0	0	75,000
407820 Ent Transp App Fee	18,100	0	0	0	18,100
407821 Ent Transp Background Check Fee	1,100	0	0	0	1,100
407822 Ent Transp Conv & Necessity Fee	125,000	0	0	0	125,000
407823 Ent Transp Permit Fee	25,000	0	0	0	25,000
407993 Fees - BBD Training	400	0	0	0	400
Subtotal Charges for Current Services - Fees	13,385,600	0	0	0	13,385,600
Charges for Current Services - Other Services					
407901 Legal Services	\$5,000	\$0	\$0	\$0	\$5,000
407910 Staff Services	565,000	0	0	0	565,000
Subtotal Charges for Current Services - Other	570,000	0	0	0	570,000
TOTAL CHARGES FOR CURRENT Services	\$45,041,500	\$0	\$0	\$2,220,000	\$47,261,500
COMPENSATION FROM PROPERTY:					
408603 Gain (Loss) Equip/Other	\$0	\$0	\$0	\$40,000	40,000
<u>408604 Gain (Loss) Real Property</u>	<u>0</u>	<u>3,000,000</u>	<u>0</u>	<u>0</u>	<u>3,000,000</u>
408702 External Source Recovery	0	0	0	3,000	3,000
408800 Rental	391,000	0	0	3,000,000	3,391,000
TOTAL COMPENSATION FROM PROPERTY	\$391,000	\$3,000,000	\$0	\$3,043,000	\$6,434,000
CONTRIBUTIONS AND GIFTS:					
409300 Contributions-Group/Indiv: MNPS	\$0	\$0	\$0	\$250,000	250,000
409300 Contributions-Group/Indiv: Beer Board	4,700	0	0	0	4,700
TOTAL CONTRIBUTIONS AND GIFTS	\$4,700	\$0	\$0	\$250,000	\$254,700
MISCELLANEOUS:					
<u>409505 Vending</u>	<u>\$25,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>25,000</u>
409513 Finders Fees-Rtn SSI	\$50,000	\$0	\$0	\$0	50,000
409514 Cost Reimbursement	591,900	0	0	0	591,900
409518 Other	12,000	0	0	0	12,000
418129 Misc. Rebates	0	0	0	30,000	30,000
TOTAL MISCELLANEOUS	\$678,900	\$0	\$0	\$30,000	\$708,900

Section I: General Services District

Fiscal Year

Schedule A: Estimated Revenues & Fund Balances Supporting Appropriations

2024

Object Acct	10101 General Fund	20115 Debt Services Fund	25104 MNPS Debt Service Fund	35131 MNPS Funds	Total
OPERATING TRANSFERS IN					
431001 Transfer Operational: GSD	\$0	\$71,121,300	\$0	\$0	\$71,121,300
431001 Transfer Operational: MNPS	\$0	\$0	\$1,625,500	\$0	\$1,625,500
431001 Transfer Operational: Surplus Parking	927,300	0	0	0	927,300
431001 Transfer Operational: Parks Resale	940,000	0	0	0	940,000
431103 Transfer Department Indirect: Police Task For	39,000	0	0	0	39,000
431220 Transfer Police Services: USD	481,000	0	0	0	481,000
431500 Transfer Debt Service: Surplus Parking	0	1,808,500	0	0	1,808,500
431501 Transfer Stadium Debt: GSD	0	3,200,000	0	0	3,200,000
431510 Transfer Self Funded Debt: Storm Water	0	7,310,200	0	0	7,310,200
431520 Transfer Energy Plan: GSD	0	188,900	0	0	188,900
431552 Transfer MNPS Indirect: MNPS	0	0	0	3,300,000	3,300,000
431800 Transfer Hotel Occupancy	20,672,000	0	0	0	20,672,000
431809 Transfer HOT Short-term Rental	4,504,900	0	0	0	4,504,900
TOTAL OPERATING TRANSFERS IN	\$27,564,200	\$83,628,900	\$1,625,500	\$3,300,000	\$116,118,600
GRAND TOTAL REVENUE TO GSD	1,419,659,100	327,270,400	136,782,600	1,205,472,800	3,089,184,900
FUND BALANCE POLICY ADJUSTMENT:					
335000 Adjustment	\$71,121,300	\$0	\$0	\$0	\$71,121,300
TOTAL REVENUE TO SUPPORT APPROPRIATIONS	\$1,490,780,400	\$327,270,400	\$136,782,600	\$1,205,472,800	\$3,160,306,200

Section I: General Services District
 Schedule B: General Fund Appropriations

Fiscal Year
 2024

Dept Number	Description	Department or Function Total
GENERAL GOVERNMENT:		
01	Administration	
	Internal Support:	
01101127	Facility Rental	\$9,867,400
01101227	HIPAA Compliance	40,000
01101301	Self- Insured Liability	2,759,600
01101303	Corp Dues/Contribution	<u>850,000</u>
		4,000,000
01101306	Property Loss	3,148,100
01101308	Judgements and Losses	<u>2,400,000</u>
		7,236,000
01101315	Pay Plan Improvements*	<u>61,222,200</u>
		48,222,200
	* Subject to Section 6.11 of the Metropolitan Charter, the Director of Finance is authorized to allocate and transfer this budget appropriation to or from the budgets of the various departments and accounts in this fund and other operating budget funds during the fiscal year.	
01101412	Post Audits	2,300,000
01101416	Subsidy Advance Planning*	206,900
	* The Director of Finance is hereby authorized to transfer required funds to the Advanced Planning and Research Fund to fund Metro obligations toward MPO planning and research studies. In the case of multi-county grants, Metro shall only fund its proportionate share of the grant match as certified by the Director of Planning and approved by the Director of Finance.	
01101646	Fairgrounds Nashville Subsidy	1,379,500
01101159	General Services Energy Program	1,842,500
01101996	Transfer General Fund 4% Reserve Fund	<u>54,000,000</u>
		57,449,600
	Subtotal Administration Internal Support	<u>140,016,200</u>
		135,451,800

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 Schedule B: General Fund Appropriations

Fiscal Year
 2024

Dept Number	Description	Department or Function Total
Employee Benefits:		
01101104	County Retirement Match	3,501,900
01101107	Contribution Teachers' Retirement Match	6,900,400
01101109	Health Insurance Match	46,016,900
01101110	Death Benefit Payments	200,000
01101113	Pensioners IOD Medical Expense	11,745,600
01101114	Unemployment Compensation	471,200
01101120	Employee IOD Medical Expense	8,587,400
01101115	Life Insurance Match	3,423,700
01101140	Benefit Adjustments*	<u>8,285,600</u>
		<u>13,000,000</u>
	<p>* Subject to Section 6.11 of the Metropolitan Charter, the Director of Finance is authorized to allocate and transfer this budget appropriation, and the fringe benefit budget appropriations of the various departments and accounts of this fund, to or from the budgets of the various departments and accounts in this fund and other operating budget funds during the fiscal year.</p>	
01101145	Tennessee Consolidated Retirement System (TCRS) Pension Contribution	78,000
01101658	Self Insured Excise Tax	90,000
	Subtotal Administration Employee Benefits	<u>89,300,700</u>
		<u>94,015,100</u>
Contingency:		
01101218	District Energy System	\$384,400
01101224	Contingency Subrogation*	100,000
	<p>* Account 01101224 is subject to transfer to various departments, agencies, etc. upon approval of the Department of Law and submittal of budget detail to the Department of Finance.</p>	
01101298	Contingency Local Match	50,000
01101309	Contingency Account	100,000
01101566	Contingency Utility Increase	<u>859,000</u>
		<u>1,000,000</u>
	<p>* The Director of Finance is hereby authorized to allocate and transfer this budget appropriation to the budgets of the various departments and accounts in this fund during the fiscal year.</p>	
	Subtotal Administration Contingency	<u>1,493,400</u>
		<u>1,634,400</u>
	Total 01 Administration	<u>230,810,300</u>
		<u>231,101,300</u>

Section I: General Services District
 Schedule B: General Fund Appropriations

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 2024

Dept Number	Description	Department or Function Total
	01101667 Election Day & Early Voting	3,523,600
	01101676 Internal Services	7,200,000
02	Metropolitan Council	<u>3,886,000</u>
		3,695,000
03	Metropolitan Clerk	1,290,600
04	Mayor's Office	<u>6,067,400</u>
		6,199,400
05	Election Commission	3,411,700
	* Subject to its budget appropriation, the Election Commission is authorized to pay its certified Administrator of Elections a salary that is up to the maximum salary the Metropolitan Government pays the Assessor of Property.	
06	Department of Law	9,689,200
07	Planning Commission	11,620,400
	* Of the \$11,620,400 appropriated to the Planning Commission, the Nashville Civic Design Center shall receive a grant of \$125,000 from these appropriations.	
08	Human Resources	<u>9,180,800</u>
		9,093,800
09	Register of Deeds	312,700
10	General Services	34,050,400
11	Historical Commission	1,821,000
49	Office of Emergency Management	2,102,200
91	Department of Emergency Communication	23,157,400
TOTAL GENERAL GOVERNMENT FUNCTION		<u>\$348,123,700</u>
		<u><u>\$348,268,700</u></u>
FISCAL ADMINISTRATION:		
15	Finance	\$14,547,600
16	Assessor of Property	10,921,300
17	Trustee	3,114,400
18	County Clerk	6,441,800
48	Internal Audit	1,903,000
TOTAL FISCAL ADMINISTRATION FUNCTION		<u><u>\$36,928,100</u></u>

Section I: General Services District
 Schedule B: General Fund Appropriations

Fiscal Year
 2024

Dept Number	Description	Department or Function Total
ADMINISTRATION OF JUSTICE:		
19	District Attorney	\$11,041,000
21	Public Defender	11,441,400
22	Juvenile Court Clerk	2,440,500
23	Circuit Court Clerk	3,508,700
24	Criminal Court Clerk	7,507,900
25	Clerk and Master - Chancery	1,909,700
26	Juvenile Court	17,312,900
27	General Sessions Court	14,855,200
28	State Trial Courts*	11,386,200
	* Any reimbursements from the State of Tennessee for expenses incurred by the State Trial Courts will be remitted to the General Fund.	
29	Justice Integration Services	4,426,700
47	Criminal Justice Planning	631,600
51	Metro Family Safety	<u>4,379,400</u>
		4,304,400
	* Of the \$4,304,400 <u>4,379,400</u> appropriated to Family Safety, the Legal Aid Society shall receive a grant of \$169,000 and the YWCA shall receive a grant of \$275,000 from these appropriations.	
TOTAL ADMINISTRATION OF JUSTICE FUNCTION		<u>\$90,841,200</u>
		<u>\$90,766,200</u>
LAW ENFORCEMENT AND CARE OF PRISONERS:		
30	Sheriff's Office	\$99,905,900
31	Police Department	273,189,500
52	Community Oversight Board	2,032,600
TOTAL LAW ENFORCEMENT AND CARE OF PRISONERS FUNCTION		<u>\$375,128,000</u>
FIRE PREVENTION AND CONTROL:		
32	Fire Department and EMS Services	\$94,953,200
TOTAL FIRE PREVENTION AND CONTROL FUNCTION		<u>\$94,953,200</u>

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 Schedule B: General Fund Appropriations

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 2024

Dept Number	Description	Department or Function Total
REGULATION, INSPECTION, AND ECONOMIC DEVELOPMENT:		
01	Economic Development	
01101118	Economic Job Development Incentive Dell	\$500,000
01101137	HCA Capitol View Economic Incentive	1,089,500
01101146	Philips Holdings Economic Incentive	310,000
01101222	Coliseum Capital Maintenance Fund Transfer	1,000,000
01101225	GSD Debt Transfer - Stadium	3,200,000
01101361	Small Business Consortium Fund	200,000
01101534	Contribute Sister Cities	<u>95,000</u>
		70,000
01101578	Barnes Affordable Housing Trust*	\$23,250,000
	* This appropriation shall be partially funded by revenues from hotel/motel tax revenues, pursuant to Section 5.12.060 of the Metropolitan Code of Laws.	
01101650	Small Business Incentive	650,000
01101691	MAC Workforce	365,300
	<u>* Of the \$365,300 appropriated to MAC Workforce, Music City Construction Careers shall receive a grant of \$50,000 from these appropriations.</u>	
01101692	Housing Incentive Pilot	125,000
01101693	MDHA VASH Pilot Program	100,000
01101995	Tax Increment Payment - IDB	1,790,000
01101998	Tax Increment Payment - MDHA	12,602,500
01101233	Subsidy Farmers' Market	711,900
		<u>45,989,200</u>
		<u>45,964,200</u>
33	Codes Administration	17,980,300
34	Beer Board	1,110,900
TOTAL REGULATION, INSPECTION, AND ECONOMIC DEVELOPMENT FUNCTION		<u>\$65,080,400</u>
		<u>\$65,055,400</u>
SOCIAL SERVICES		
37	Social Services	\$7,227,300
44	Human Relations Commission	712,200
53	Office of Homeless Services	5,378,500
	* Of the \$5,378,500 appropriated to Office of Homeless Services, Room In The Inn shall receive a grant of \$450,000 from these appropriations.	
TOTAL SOCIAL SERVICES FUNCTION		<u>\$13,318,000</u>

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 Schedule B: General Fund Appropriations

Fiscal Year
 2024

Dept Number	Description	Department or Function Total
HEALTH AND HOSPITALS		
01101382	Healthy Nashville Study	\$1,000,000
01101426	Subsidy Hospital Authority	57,820,700
	* The Our Kids program shall receive a grant of \$245,000 from these appropriations	
01101432	Subsidy BLTC Management Contract	320,000
01101433	Knowles Home Management Contract	2,220,000
01101613	Correctional Healthcare	27,322,700
01101614	Forensic Medical Examiner	6,509,800
38	Health Department	<u>37,611,200</u>
		37,428,100
TOTAL HEALTH AND HOSPITALS FUNCTION		<u><u>\$132,804,400</u></u>
		<u><u>\$132,621,200</u></u>
PUBLIC LIBRARY SYSTEM:		
39	Public Library	\$41,997,800
		\$41,364,800
TOTAL PUBLIC LIBRARY SYSTEM FUNCTION		<u><u>\$41,997,800</u></u>
		<u><u>\$41,364,800</u></u>

Dept Number	Description	Department or Function Total
RECREATIONAL, CULTURAL, CONSERVATION AND COMMUNITY SUPPORT:		
01	Community Support:	
01101204	Metro Action Commission (MAC)	\$9,625,200
	<u>* Of the \$9,625,200 appropriated to Metro Action Commission (MAC), Rapha Institute shall receive a grant of \$25,000 from these appropriations.</u>	
01101326	Property Tax Relief Program	5,721,500
01101354	Neighbor to Neighbor	60,000
		45,000
01101379	Education Research & Support	25,000
01101383	Safe Gun Storage Program	50,000
01101502	Contribute Nashville Symphony	15,000
	* Minimum appropriation of \$15,000 pursuant to Section 18.11 of the Metropolitan Charter	
01101503	Contribute Adventure Science Center*	125,000
	* Minimum appropriation of \$25,000 pursuant to Section 18.11 of the Metropolitan Charter	
01101521	Contribute Humane Association	12,500
	* Minimum appropriation of \$12,500 pursuant to Section 18.11 of the Metropolitan Charter	
01101587	Contribute Alignment Nashville	100,000
01101147	Nashville State Cmty College Fndtn - GRAD Program	750,000
01101624	PENCIL Foundation	100,000
01101686	Public Education Foundation	100,000
01101687	Summer Youth Employment Program	2,079,100
01101339	Community Safety Fund	1,000,000
	Subtotal 01 Administration - Community Support	19,763,300
		19,718,300
	01101699 Tree Canopy	1,500,000
35	Agricultural Extension	405,200
40	Parks and Recreation	60,587,100
41	Arts Commission	5,361,700
64	Sports Authority	2,109,600
TOTAL RECREATIONAL, CULTURAL, CONSERVATION AND COMMUNITY SUPPORT FUNCTION		\$89,726,900
		\$89,681,900

Section I: General Services District
 Schedule B: General Fund Appropriations

Fiscal Year
 2024

Dept Number	Description	Department or Function Total
INFRASTRUCTURE AND TRANSPORTATION		
01101117	Subsidy Regional Transportation Authority (RTA)	\$320,200
01101237	Commuter Rail	1,500,000
01101304	Subsidy Metropolitan Transit Authority (MTA)	<u>71,890,900</u>
		71,510,900
01101350	Satellite City Payments	1,454,200
01101486	Waste Services Transfers	4,813,700
42	Nashville Department of Transportation (NDOT)	<u>50,778,400</u>
		51,974,500
TOTAL INFRASTRUCTURE AND TRANSPORTATION FUNCTION		<u><u>\$130,757,400</u></u>
		<u><u>\$131,573,500</u></u>
OTHER APPROPRIATIONS		
01102160	Operating Transfer to GSD Debt Service Fund	\$71,121,300
TOTAL OTHER APPROPRIATIONS		<u><u>\$71,121,300</u></u>
TOTAL GENERAL FUND EXPENDITURES OF THE GENERAL SERVICES DISTRICT		<u><u>\$1,490,780,400</u></u>

Section I: General Services District
 Schedule C: Debt Services Funds Appropriations

Fiscal Year
 2024

Total by Fund:

Debt Service Administration		
25104	MNPS Debt Service	\$136,782,600
20115	GSD Debt Service	<u>327,270,400</u>
	TOTAL DEBT SERVICE FUNDS - GSD	<u><u>\$464,053,000</u></u>

Debt Service Requirements by Fund		PRINCIPAL	INTEREST	OTHER	TOTAL
25104	MNPS DEBT SERVICE FUND				
	Outstanding G.O. MNPS Bonds: (BU 80106000)	\$86,751,600	\$40,260,300	\$0	\$127,011,900
	Redemption, Cremation and Management Fees	0	0	420,700	420,700
	Treasury Internal Service Fees	0	0	119,700	119,700
	Qualified School Capital Projects, 2009 (QSCB)	0	0	1,637,800	1,637,800
	Qualified School Capital Projects, 2010 (QSCB)	0	0	3,942,300	3,942,300
	Commerical Paper (Bonds Anticipation Loans)	0	3,650,200		3,650,200
	TOTAL MNPS DEBT SERVICE FUND	<u>\$86,751,600</u>	<u>\$43,910,500</u>	<u>\$6,120,500</u>	<u>\$136,782,600</u>
20115	GSD DEBT SERVICE FUND (BU-90101000)				
	Outstanding G.O. GSD Bonds: (BU 90101000)	\$163,928,900	\$82,961,400	\$0	\$246,890,300
	Redemption, Cremation and Management Fees	0	0	1,230,900	1,230,900
	Treasury Internal Service Fees	0	0	254,800	254,800
	Commerical Paper (Bonds Anticipation Loans)	0	7,773,100	0	7,773,100
	TOTAL GSD EXPENDITURES DEBT SERVICE FUND	<u>163,928,900</u>	<u>90,734,500</u>	<u>1,485,700</u>	<u>256,149,100</u>
	Fund Balance Adjustment	0	0	71,121,300	71,121,300
	TOTAL GSD DEBT SERVICE FUND	<u>\$163,928,900</u>	<u>\$90,734,500</u>	<u>\$72,607,000</u>	<u>\$327,270,400</u>

Section I: General Services District Fiscal Year
 Schedule D: Special Revenue, Internal Service, & Enterprise Funds 2024
 Summary Of Estimated Revenue And Fund Balances To Support Appropriations

Fund Number	Description	Revenues and Fund Balances To Support Appropriations	Appropriations
SPECIAL REVENUE/GRANT FUNDS:			
30004	Register's Computer Fund	\$2,300	\$2,300
30005	Central Business Improvement District	4,379,200	4,379,200
30006	Animal Control Donations	40,000	40,000
30020	State Trial Court Drug Enforcement	242,900	242,900
30027	General Sessions Drug Court	6,000	6,000
30031	Hotel Occ Convention Ctr 2007	29,491,600	29,491,600
30034	Criminal Court Clerk Computerizat	215,900	215,900
30041	Event and Marketing	5,626,300	5,626,300
30042	Hotel Occ Conv Ctr 1% Tax	25,177,000	25,177,000
30043	Hotel Occ Conv Ctr 2007 1% Tax	22,210,300	22,210,300
30044	Hotel Occ Tourist Promotion	50,353,900	50,353,900
30045	Hotel Occ Tourist Related	25,177,000	25,177,000
30046	Hotel Occ General Fund 1%	25,177,000	25,177,000
30047	Hotel Occ 2007 1% SecondaryTDZ	2,966,600	2,966,600
30048	Fire Department Donations	73,000	73,000
30064	CBID Fee Event and Marketing	4,140,000	4,140,000
30072	Animal Education and Welfare	1,000	1,000
30076	Mayor's Office Donations	300	300
30091	Police CEBR Program Grant	60,000	60,000
30096	TN Direct Appropriations Grant	890,000	890,000
30101	Metro Major Drug Program	740,300	740,300
30102	DUI Offender	43,000	43,000
30103	DA Fraud & Economic Crime	57,500	57,500
30104	DA Special Operations	2,000	2,000
30114	Barnes Fund for Affordable Housing	80,573,700	80,573,700
30118	County Clerk Computer Fund	85,000	85,000
30122	Juvenile Court Clerk Computer Fund	31,600	31,600
30130	Mediation Services Fund*	110,000	110,000
	* These funds shall be administered in accordance with BL2012-160 and T.C.A. § 16-20-101 et seq. and shall be allocated to the Nashville Conflict Resolution Center and distributed on a monthly basis based on actual revenue received and are not capped at the fund balance and appropriation total listed here.		
30146	Police Unauth Substance Abuse	200,000	200,000
30147	Police Drug Enforcement	1,250,000	1,250,000
30149	Police Federal Drug Enforcement	500,000	500,000
30151	Victim Witness Protection	5,800	5,800
30154	Police State Felony Forfeitures	87,000	87,000
30155	Police State Gambling Forfeitures	565,000	565,000
30156	Police Federal Forfeitures	10,000	10,000
30157	Police Sex Offender Registry	165,500	165,500

Section I: General Services District **Fiscal Year**
Schedule D: Special Revenue, Internal Service, & Enterprise Funds **2024**
Summary Of Estimated Revenue And Fund Balances To Support Appropriations

Fund Number	Description	Revenues and Fund Balances To Support Appropriations	
		Appropriations	Appropriations
30158	Police Donations Fund	\$105,600	\$105,600
30159	Police State Anti-Human Traffic	40,000	40,000
30164	Community Safety	4,000,000	4,000,000
30176	C-PACER	200,000	200,000
30195	CBID Safety & Assessment Fund	4,140,000	4,140,000
30200	Police Task Force Fund	1,679,800	1,679,800
30201	Police 2020 JAG Grant	150,000	150,000
30203	Police 2022 JAG Grant	547,000	547,000
30204	Health Title V Clean Air Act	50,000	50,000
30206	Health Clean Air Permit Program	321,500	321,500
30215	Finance Innovation Investment	214,700	214,700
30218	County Clerk Title Fees	55,000	55,000
30260	Farmers' Market Grant Fund	26,900	26,900
30262	Board of Fair Commissioners Grants/Sponsorships	8,500	8,500
30288	Sports Authority Arena Account 2019	29,009,600	29,009,600
30289	Sports Authority Arena Revenue 2019	2,168,000	2,168,000
30318	County Clerk EIVS Fees	5,000	5,000
30359	Special Events	<u>14,040,000</u>	<u>14,040,000</u>
30370	ITS Technology Fund	3,314,600	3,314,600
30404	Library Special Projects	837,500	837,500
30408	NDOT Grants	1,162,900	1,162,900
30418	County Clerk T&R Fees	350,000	350,000
30501	Solid Waste Operations	52,020,100	52,020,100
30503	Waste Services Tire Waste	800,000	800,000
30508	NDOT Sidewalk	4,350,000	4,350,000
30509	NDOT Surplus Parking Fund	8,446,700	8,446,700
30512	NDOT Parking Management Program	2,515,800	930,100
30600	Demolition Fund	275,000	275,000
30702	Advance Planning and Research	105,600	105,600
30704	Planning Grant Fund	14,400	14,400
30709	Mixed Income PILOT- HEFB	30,000	30,000
30764	Metro Area Computer Mapping	70,500	70,500
30801	Parks Special Projects	282,500	282,500
30802	Parks Resale Inventory	2,575,000	2,575,000
31500	MAC Administration and Leasehold	12,328,300	12,328,300
31501	MAC Local Programs	2,500	2,500
31502	MAC Headstart	20,199,100	20,199,100
31503	MAC LIHEAP Grant	11,446,800	11,446,800
31504	MAC CSBG Grant	1,699,600	1,699,600

Section I: General Services District **Fiscal Year**
Schedule D: Special Revenue, Internal Service, & Enterprise Funds **2024**
Summary Of Estimated Revenue And Fund Balances To Support Appropriations

Fund Number	Description	Revenues and Fund Balances To Support Appropriations	
		Appropriations	Appropriations
31505	MAC Summer Food	\$1,452,500	\$1,452,500
31506	MAC CACFP	1,533,900	1,533,900
31508	MAC BF/AF Care Program	1,388,500	1,388,500
31511	MAC Parent Club Federal Funds	4,500	4,500
31512	MAC Community Srvc Assistance	364,800	364,800
31514	MAC Comsrv Poverty Summit	25,100	25,100
31519	MAC Share the Warmth	100,000	100,000
31521	MAC Kresge Grant	22,900	22,900
31522	MAC Youth Grant	3,927,000	3,927,000
31523	MAC Workforce	556,600	556,600
32051	Office of Family Safety Grant Fund	386,900	386,900
32200	HEA Health Dept Grant Fund	59,032,100	59,032,100
32211	Historical Commission Grant Fund	88,900	88,900
32219	DA District Attorney Grant Fund	320,400	320,400
32226	Juvenile Court Grant Fund	2,652,100	2,652,100
32227	General Sessions Court Grant Fund	145,400	145,400
32228	State Trial Courts Grant Fund	3,377,400	3,377,400
32229	Gen Sessions Veteran's Treatment Court Operations	3,200	3,200
32231	Police Grant Fund	1,716,000	1,716,000
32237	Social Services Grant Fund	927,300	927,300
32232	Fire Department Grant Fund	390,500	390,500
32250	OEM Grant Fund	687,700	687,700
32300	Parks Dept Grant Fund	200,000	200,000
33000	Parks Master Plan	229,000	229,000
33024	Criminal Crt Clk Victims Asst	50,500	50,500
33075	General Services Energy Program	40,000	40,000
34155	Nash Educ Comm & ArtsTVCapital	200,000	200,000
35135	MNPS Charter School	212,400,000	212,400,000
35158	MNPS Nutrition Services	58,900,000	58,900,000
37041	Tree Bank	300,000	225,000
37150	Tree Canopy	1,500,000	1,500,000
38005	Gulch Central Business Imp Dst	880,300	880,300
39005	South Nashville Central Business Imp Dt	550,000	550,000

Section I: General Services District **Fiscal Year**
Schedule D: Special Revenue, Internal Service, & Enterprise Funds **2024**
Summary Of Estimated Revenue And Fund Balances To Support Appropriations

Fund Number	Description	Revenues and Fund Balances To Support Appropriations	Appropriations
INTERNAL SERVICE FUNDS:			
51137	Information Technology Services	\$46,832,300	\$46,832,300
51138	ITS Technology Revolving	257,400	257,400
51154	Office of Fleet Management	38,133,400	38,133,400
51180	Treasury Management	1,246,500	1,246,500
55146	MNPS Print Shop	1,200,000	1,200,000
ENTERPRISE FUNDS:			
60008	Sports Authority	\$2,109,600	\$2,109,600
60152	Farmers' Market	2,596,400	2,596,400
60156	Board of Fair Commissioners	4,696,400	4,696,400
60161	Municipal Auditorium	2,779,900	2,779,900
60271	Music City Center Operations	55,154,500	55,154,500
61190	Surplus Property Auction	1,275,900	1,275,900
61200	Police Impound	500,000	500,000
68201	DES Oper General Acct	22,187,200	22,187,200

Section I: General Services District
Schedule E: Schools Fund Appropriations

Fiscal Year
2024

Fund Number	Description	Appropriations
35131	MNPS General Purpose Fund *	
	Operational (BU-80111000)	\$1,196,306,100
	Property Tax Increment	9,166,700
	Total - General Purpose School Fund Appropriation	<u>\$1,205,472,800</u>

Note: MNPS General Purpose Fund (fund 35131) revenues are detailed in Schedule I-A of this Ordinance.

* From the funds appropriated to the Metropolitan Board of Public Education, there is appropriated the sum of \$4,285,000 for the purpose of funding the actuarial contribution to the Metro Teachers Pension Plan.

Section I: General Services District
Schedule F: General Services District Surplus Allocations

Fiscal Year
2024

General Fund Surplus Allocations

Administrative	Barnes Fund Affordable Housing	\$6,750,000
<u>Arts Commission</u>	Capital Grants for Cultural Support	2,000,000
Administrative		
General Services	Large Vehicle Fleet	4,957,500
	Public Private Real Estate Partnerships	
<u>Administrative</u>	<u>(Naval Reserve Building & School for the Blind)</u>	<u>4,957,500</u>
Hospital Authority	FY24 Capital Request	7,284,800
		<u>7,344,800</u>
<u>Health</u>	<u>Tennessee Justice Center</u>	<u>60,000</u>
MTA	Murfreesboro Pike- BRT Construction Planning	12,200,000
		<u>15,000,000</u>
<u>MTA</u>	<u>Better Bus One Time Capital</u>	<u>2,800,000</u>
NDOT	Vision Zero	12,000,000
	<u>* Projects Identified in Exhibit A</u>	
NDOT	Traffic Calming	4,000,000
	<u>* Projects Identified in Exhibit B</u>	
NDOT	Sidewalks	7,500,000
	<u>* Projects Identified in Exhibit C</u>	
		<u>59,552,300</u>

Schools Fund Surplus Allocations

MNPS	Alex Green Elementary Addition	\$9,480,000
MNPS	Pre-K Classroom Additions/Renovations	25,600,000
MNPS	Fifth Grade Space Portables/Renovations	750,000
MNPS	Districtwide Capital Projects	18,314,800
<u>MNPS</u>	<u>One Time Substitute Pay</u>	<u>1,750,000</u>
<u>MNPS</u>	<u>Family Liaisons Pilot Program</u>	<u>1,000,000</u>
MNPS	Additional Reserve	9,000,000
		<u>11,750,000</u>
		<u>\$65,894,800</u>

SECTION II: THE URBAN SERVICES DISTRICT

Provisions for Prorating Property Taxes:

2022 (Preceding) and Prior Years: 2022 and prior years' Property Taxes of the Urban Services District and/or the former City of Nashville, collected during Fiscal Year 2024, are to be prorated consistent with the tax levy ordinance applicable for the tax year and fiscal year in which the tax was originally levied.

2023 Property Taxes: 2023 Property Taxes of the Urban Services District, collected during Fiscal Year 2024, are to be prorated consistent with the tax levy ordinance for Fiscal Year 2024.

Therefore, all such taxes are prorated as follows:

<u>Fund</u>	<u>Percent</u>
18301 USD General Fund	87.1728%
28315 USD Debt Service Fund	12.8272%
	<u>100.0000%</u>

Section II: Urban Services District
 Schedule A: Estimated Revenues & Appropriated Fund Balances Supporting Appropriations

Fiscal Year
 2024

Account Number	Revenue Source Or Description	18301 General Fund	28315 Debt Service Fund	Total
PROPERTY TAXES:				
Property Taxes - Current Year				
401110	Real Property - current year	\$ 119,216,200	\$ 17,542,300	\$ 136,758,500
401120	Personal Property - current year	4,825,400	710,000	5,535,400
401130	Public Utility - current year	2,018,100	297,000	2,315,100
Subtotal Property Taxes - Current Year		<u>126,059,700</u>	<u>18,549,300</u>	<u>144,609,000</u>
Property Taxes - Non Current Year				
401212	Real-Collection -preceding year	\$ 1,764,900	\$ 319,300	\$ 2,084,200
401222	Personal Collection - preceding year	22,900	4,100	27,000
401224	Personal Collection-C&M - preceding year	89,600	16,200	105,800
401232	Public Utility Collection - preceding year	100	0	100
401234	Public Utility-C&M Tax Lit preceding	7,500	1,400	8,900
401310	Real Property-C&M -preceding year	2,700	400	3,100
401324	Personal-C & M Tax Lit Pri	12,600	2,800	15,400
401510	Interest/Penalty - Trustee	185,800	0	185,800
401520	Interest/Penalty - Collections	157,700	0	157,700
401530	Interest/Penalty - C & M	94,700	0	94,700
401610	In-Lieu - current	16,430,200	0	16,430,200
Subtotal Property Taxes - Non Current Year		<u>18,768,700</u>	<u>344,200</u>	<u>19,112,900</u>
TOTAL PROPERTY TAXES		<u>\$144,828,400</u>	<u>\$18,893,500</u>	<u>\$163,721,900</u>
OTHER TAXES, LICENSES, AND PERMITS:				
403204	Alcoholic Beverage Gross Receipts Tax	\$29,065,200	\$1,295,500	\$30,360,700
403206	Business Tax	9,018,400	0	9,018,400
TOTAL OTHER TAXES, LICENSES, AND PERMITS		<u>\$38,083,600</u>	<u>\$1,295,500</u>	<u>\$39,379,100</u>
REVENUE FROM OTHER GOVERNMENT AGENCIES:				
Other Agencies - State Direct				
406415	TN Cost Reimbursement	\$782,600	\$0	\$782,600
TOTAL REVENUE FROM OTHER GOVERNMENTS AGENCIES		<u>\$782,600</u>	<u>\$0</u>	<u>\$782,600</u>
CHARGES FOR CURRENT SERVICES:				
Charges for Current Services - Goods				
407747	Fire Protection	\$125,000	\$0	\$125,000
TOTAL CHARGES FOR CURRENT SERVICES		<u>\$125,000</u>	<u>\$0</u>	<u>\$125,000</u>
TOTAL AVAILABLE TO SUPPORT APPROPRIATIONS		<u>\$183,819,600</u>	<u>\$20,189,000</u>	<u>\$204,008,600</u>

**Section II:
Schedule B:**

**Urban Services District
General Fund Appropriations**

**Fiscal Year
2024**

<u>Dept Number</u>	<u>Description</u>	<u>Department or Function Total</u>
GENERAL GOVERNMENT:		
01	Administration	
	Internal Support:	
01191301	Self- Insured Liability	\$134,000
01191308	Judgements and Losses	9,100
01191315	Pay Plan Improvements*	6,770,900
	* Subject to Section 6.11 of the Metropolitan Charter, the Director of Finance is authorized to allocate and transfer this budget appropriation to or from the budgets of the various departments and accounts in this fund and other operating budget funds during the fiscal year.	
	Subtotal Administration Internal Support	<u>6,914,000</u>
	Employee Benefits:	
01191102	Police/Fire Retirement Match	8,873,000
01191103	Civil Service Retirement Match	5,424,700
01191106	Teacher Pensions Match	4,592,400
01191109	Health Insurance Match	378,100
01191112	Pensioners IOD Medical Expense	281,800
01191113	Employee IOD Medical Expense	1,253,200
01191115	Life Insurance Match	47,800
01191140	Benefit Adjustments*	3,000,000
	* Subject to Section 6.11 of the Metropolitan Charter, the Director of Finance is authorized to allocate and transfer this budget appropriation, and the fringe benefit budget appropriations of the various departments and accounts of this fund, to or from the budgets of the various departments and accounts in this fund and other operating budget funds during the fiscal year.	
	Subtotal Administration Employee Benefits	<u>23,851,000</u>

**Section II:
Schedule B:**

**Urban Services District
General Fund Appropriations**

**Fiscal Year
2024**

<u>Dept Number</u>	<u>Description</u>	<u>Department or Function Total</u>
Contingency:		
01191224	Contingency Subrogation*	\$100,000
	* Account 01101224 is subject to transfer to various departments, agencies, etc. upon approval of the Department of Law and submittal of budget detail to the Department of Finance.	
01191309	Contingency Account	50,000
01191566	Contingency Utility Increase	100,000
	* The Director of Finance is hereby authorized to allocate and transfer this budget appropriation to the budgets of the various departments and accounts in this fund during the fiscal year.	
	Subtotal Administration Contingency	<u>250,000</u>
	Total 01 Administration	<u>31,015,000</u>
	01191153 Internal Services	3,905,800
	TOTAL GENERAL GOVERNMENT FUNCTION	<u><u>\$34,920,800</u></u>
LAW ENFORCEMENT AND CARE OF PRISONERS:		
31	Extra Police Protection	\$481,000
	TOTAL LAW ENFORCEMENT AND CARE OF PRISONERS FUNCTION	<u><u>\$481,000</u></u>
FIRE PREVENTION AND CONTROL:		
32	Fire Department	\$94,567,700
	TOTAL FIRE PREVENTION AND CONTROL FUNCTION	<u><u>\$94,567,700</u></u>
REGULATION, INSPECTION, AND ECONOMIC DEVELOPMENT:		
01	Economic Development	
	01191998 Tax Increment Payment - MDHA	\$2,517,600
	TOTAL REGULATION, INSPECTION, AND ECONOMIC DEVELOPMENT FUNCTION	<u><u>\$2,517,600</u></u>

**Section II:
Schedule B:**

**Urban Services District
General Fund Appropriations**

**Fiscal Year
2024**

<u>Dept Number</u>	<u>Description</u>	<u>Department or Function Total</u>
RECREATIONAL, CULTURAL, CONSERVATION AND COMMUNITY SUPPORT:		
01	Community Support: 01191326 Property Tax Relief Program	\$465,500
TOTAL RECREATIONAL, CULTURAL, CONSERVATION AND COMMUNITY SUPPORT		<u>\$465,500</u>
INFRASTRUCTURE AND TRANSPORTATION		
01	Infrastructure: 01191486 Waste Services Transfers	\$35,460,900
42	Nashville Department of Transportation (NDOT)	10,906,100
TOTAL INFRASTRUCTURE AND TRANSPORTATION FUNCTION		<u>\$46,367,000</u>
TOTAL GENERAL FUND EXPENDITURES OF THE URBAN SERVICES DISTRICT		<u>\$179,319,600</u>
Fund Balance Policy Adjustment		4,500,000
TOTAL FUND BALANCE ADJUSTMENT		<u>\$4,500,000</u>
TOTAL GENERAL FUND OF THE URBAN SERVICES DISTRICT		<u>\$183,819,600</u>

Section II: Urban Services District
 Schedule C: Debt Services Funds Appropriations

Fiscal Year
 2024

Total by Fund:

Debt Service Administration		
28315	USD Debt Service	\$20,189,000
	TOTAL DEBT SERVICE FUNDS - USD	<u>\$20,189,000</u>

Debt Service Requirements by Fund		PRINCIPAL	INTEREST	OTHER	TOTAL
28315	USD DEBT SERVICE FUND (BU-90191000)				
	Outstanding G.O. GSD Bonds: (BU 90191000)	\$14,029,441	\$5,439,268	\$0	\$19,468,700
	Redemption, Cremation and Management Fees	0	0	72,300	72,300
	Treasury Internal Service Fees	0	0	20,600	20,600
	Commerical Paper (Bonds Anticipation Loans)	0	627,400	0	627,400
	TOTAL USD DEBT SERVICE FUND	<u>\$14,029,441</u>	<u>\$6,066,668</u>	<u>\$92,900</u>	<u>\$20,189,000</u>

Section III: Special, Working Capital, and Enterprise Funds
 Schedule A: Revenues and Expenditures

Fiscal Year
 2024

Fund Number	Description	Revenues and Fund Balances To Support Appropriations	
		Appropriations	Appropriations
WATER AND SEWER FUNDS:			
27312	Water and Sewer Debt Service	\$83,300,000	\$83,300,000
47335	Water and Sewer Extension and Replacement	165,874,000	165,874,000
67311	Water and Sewer Revenue Fund	378,110,000	378,110,000
67331	Water and Sewer Operating	181,070,000	181,070,000
67332	Water and Sewer Operating Reserve	751,000	751,000
67411	Stormwater Revenue	38,345,000	38,345,000
67431	Stormwater Operating	32,721,200	32,721,200
47346	Stormwater Capital Improvements	2,000,000	2,000,000
47352	Stormwater Water Quality	245,000	245,000

Subject to Section 6.11 of the Metropolitan Charter, the Director of Finance is authorized to allocate and transfer budget appropriations between these funds during the fiscal year.

Exhibit A - Vision Zero Projects

<u>Location</u>	<u>At / From</u>	<u>To</u>	<u>Project Type</u>
<u>White Bridge Pike</u>	<u>Corbett Lane</u>		<u>Enhanced Pedestrian Crossing</u>
<u>Murfreesboro Pike</u>	<u>Una Antioch Pike / Nashboro Boulevard</u>	<u>Ransom Place</u>	<u>Access Management, Enhanced Crossing, WeGo Operations</u>
<u>Lebanon Pike</u>	<u>McGavock Pike</u>		<u>Intersection Modification</u>
<u>Lebanon Pike</u>	<u>Park Drive</u>	<u>Graylynn Drive</u>	<u>Access Management, Enhanced Crossing, WeGo Operations</u>
<u>Lebanon Pike</u>	<u>Graylynn Drive</u>		<u>Intersection Modification</u>
<u>Lebanon Pike</u>	<u>Old Lebanon Pike</u>		<u>Intersection Modification</u>
<u>Various Intersections</u>			<u>Signalized Pedestrian Infrastructure</u>
<u>Various Locations</u>			<u>Tactical Urbansim</u>
<u>Highway 70</u>	<u>Highway 100</u>		<u>Intersection Modification</u>
<u>Harding Place</u>	<u>I-65</u>	<u>I-24</u>	<u>Access Management, Intersection Modifications</u>
<u>Dickerson Pike</u>	<u>Rock Street</u>		<u>Enhanced Pedestrian Crossing</u>
<u>Dickerson Pike</u>	<u>Ewing Drive / Broadmoor Drive</u>		<u>Intersection Modification</u>
<u>Dickerson Pike</u>	<u>Lorraine Avenue</u>		<u>Enhanced Pedestrian Crossing</u>
<u>Dickerson Pike</u>	<u>Donald Street</u>		<u>Enhanced Pedestrian Crossing</u>
<u>Dickerson Pike</u>	<u>Quenn Avenue / Grizzard Avenue</u>		<u>Enhanced Pedestrian Crossing</u>
<u>Various Locations</u>	<u>Safe Routes to School Deployments</u>		<u>Enhanced School Zone Markerting</u>

Exhibit B - Traffic Calming Projects

District	Street
<u>1</u>	<u>Hydes Ferry Rd</u>
<u>2</u>	<u>Lane Dr</u>
<u>3</u>	<u>Green Ln</u>
<u>4</u>	<u>Bradford Hills Dr</u>
<u>5</u>	<u>Dozier Pl</u>
<u>6</u>	<u>Greenwood Ave</u>
<u>6</u>	<u>S 11th St</u>
<u>6</u>	<u>N 14th St</u>
<u>7</u>	<u>McAlpine Ave</u>
<u>7</u>	<u>Madison Blvd</u>
<u>7</u>	<u>Brush Hill Rd</u>
<u>7</u>	<u>Riverwood Dr</u>
<u>8</u>	<u>Heritage Dr</u>
<u>8</u>	<u>Westchester Dr</u>
<u>8</u>	<u>Burrus St</u>
<u>8</u>	<u>Walker Terrace</u>
<u>9</u>	<u>May Dr</u>
<u>9</u>	<u>Duling Ave</u>
<u>10</u>	<u>Paula Dr</u>
<u>11</u>	<u>Tyler Dr</u>
<u>11</u>	<u>Cascade Dr</u>
<u>11</u>	<u>Scenic View Rd</u>
<u>12</u>	<u>Lake Pkwy</u>
<u>13</u>	<u>Wemberton Dr</u>
<u>14</u>	<u>Stonewater Dr</u>
<u>15</u>	<u>Bluefield Ave</u>
<u>16</u>	<u>Wingate Ave</u>
<u>17</u>	<u>Acklen Ave</u>
<u>17</u>	<u>Kirkwood Ave</u>
<u>17</u>	<u>Seminole Ave</u>
<u>18</u>	<u>24th Ave S</u>
<u>18</u>	<u>Blair Blvd</u>
<u>19</u>	<u>5th Ave N</u>
<u>20</u>	<u>Twin St</u>
<u>20</u>	<u>Patton Ave</u>
<u>21</u>	<u>23rd Ave N</u>
<u>22</u>	<u>Willow Creek Dr</u>
<u>23</u>	<u>Hillwood Blvd</u>
<u>23</u>	<u>Wilsonia Ave</u>
<u>24</u>	<u>Elmington Ave</u>
<u>24</u>	<u>Overton Lea Rd</u>
<u>24</u>	<u>37th Ave N</u>
<u>25</u>	<u>Glen Echo Rd</u>
<u>25</u>	<u>Graybar Ln</u>
<u>25</u>	<u>Valley Brook Rd</u>
<u>25</u>	<u>Maplehurst Ave</u>
<u>26</u>	<u>Farrell Pkwy</u>
<u>26</u>	<u>Donna Kay Dr</u>
<u>27</u>	<u>Brewer Dr</u>
<u>28</u>	<u>Highlander Dr</u>
<u>29</u>	<u>Mossdale Dr</u>
<u>30</u>	<u>Hopedale Dr</u>
<u>30</u>	<u>Shihmen Drive</u>
<u>31</u>	<u>Oakfield Grove</u>
<u>32</u>	<u>Blairfield Dr</u>
<u>32</u>	<u>Ashford Trace</u>
<u>32</u>	<u>Shagbark Trl</u>
<u>33</u>	<u>Grace Point Ln</u>
<u>34</u>	<u>Chalmers Dr</u>
<u>35</u>	<u>Poplar Creek Trce</u>

Exhibit C - Sidewalks

	<u>District</u>	<u>On Street</u>	<u>From Street</u>	<u>To Street</u>
<u>27</u>		<u>Brewer Drive (Phase 1)</u>	<u>Nolensville Pike</u>	<u>Greenleaf Drive</u>
<u>6</u>		<u>Ordway Pl</u>	<u>N 17th St</u>	<u>N 16th St</u>
<u>8</u>		<u>Dickerson Pike Phase 1</u>	<u>Donald Street</u>	<u>Dellway Drive</u>
<u>5</u>		<u>Dickerson Pike Phase 2</u>	<u>Sta. 11+75 near Duke St</u>	<u>East Trinity Lane</u>
<u>19</u>		<u>15th Ave N/Hynes Street</u>	<u>Hynes St/15th Ave N</u>	<u>Existing sidewalk North of Hynes St/195' W of 14th Ave N</u>
<u>32</u>		<u>Shadowbrook Trl</u>	<u>Cane Ridge Elementary</u>	<u>Existing sidewalk</u>
<u>31</u>		<u>Blue Hole Rd</u>	<u>Maxwell Elementary School</u>	<u>Blue Hole Way</u>
<u>2</u>		<u>Brick Church Pike</u>	<u>Woodfolk Ave</u>	<u>North of Avondale Circle</u>
<u>16</u>		<u>Pavilion Blvd</u>	<u>Murfreesboro Pike</u>	<u>Plus Park Blvd</u>
<u>16</u>		<u>Plus Park Blvd</u>	<u>Murfreesboro Pike</u>	<u>293 Plus Park Blvd</u>
<u>2</u>		<u>Buena Vista Pike</u>	<u>Rowan Dr</u>	<u>Buenaview Rd</u>

SECTION IV - Final

BE IT FURTHER ENACTED: That this ordinance shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.


RECOMMENDED AND APPROVED AS TO
AVAILABILITY OF FUNDS:

INTRODUCED BY:



Director of Finance





Budget Officer

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney

Members of the Metropolitan Council

AMENDMENT NO. 1
TO
ORDINANCE NO. BL2023-1867

Mr. President – I hereby move to amend Ordinance No. BL2023-1867 by adding the following language after the thirteenth paragraph of Article I of the ordinance:

For the purpose of this budget ordinance, the Fund Balance Reserve Policies of the Metropolitan Government of Nashville and Davidson County, Tennessee, adopted on January 17, 2023, are amended to allow for the allocation of Calculated Surplus for One-Time purposes including without limitation any of the following:

- a. expenditures that are capital or otherwise non-recurring;
- b. debt reduction; and/or
- c. the establishment of other reserves, or funding other accounts for self-insured liability, contingency funds, judgements and losses, or other similar one-time purposes, to enhance the Metropolitan Government's financial position/wherewithal.

SPONSORED BY:

Bob Mendes
Kevin Rhoten
Members of Council

AMENDMENT NO. 2
TO
ORDINANCE NO. BL2023-1867

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867 by adding the following language after the tenth paragraph of Article I of the ordinance:

The Director of Finance is hereby authorized to carry forward the appropriations approved by the Council to Planned Parenthood of Tennessee and Northern Mississippi pursuant to Resolutions No. RS2022-1734 and RS2023-2206 in FY2024.

Sponsored by:

Delishia Porterfield
Jeff Syracuse
Kevin Rhoten
Members of Council

AMENDMENT NO. 3

TO

ORDINANCE NO. BL2023-1867, AS SUBSTITUTED

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867, as substituted, by amending the allocation to General Fund Surplus Allocations to Arts Commission Capital Grants for Cultural Support in Section I, Schedule F, as follows:

Arts Commission	Capital Grants <u>Funding</u> for Cultural Support	\$2,000,000
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Sponsored by:

Kyonzté Toombs
Burkley Allen
Kevin Rhoten
Members of Council

AMENDMENT NO. 4
TO
ORDINANCE NO. BL2023-1867, AS SUBSTITUTED

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867, as substituted, as follows:

- I. By reducing the allocation to Fund 01101578 Barnes Affordable Housing Trust in Section I, Schedule B, by \$2,800,000.
- II. By increasing the allocation to Fund 01101304 Subsidy Metropolitan Transit Authority (MTA) in Section I, Schedule B, by \$2,800,000, intended for use by MTA in the Better Bus program.
- III. By deleting the General Fund Surplus Allocation for MTA Better Bus One Time Capital in Section I, Schedule F.
- IV. By increasing the allocation in the General Fund Surplus Allocation for Administrative Barnes Fund Affordable Housing in Section I, Schedule F, by \$2,800,000.

Sponsored by:

Colby Sledge
Kevin Rhoten
Members of Council

AMENDMENT NO. 5

TO

ORDINANCE NO. BL2023-1867, AS SUBSTITUTED

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867, as substituted, as follows:

- I. By reducing the Schools Fund Surplus Allocation for MNPS Additional Reserve in Section I, Schedule F, by \$6,500,000.
- II. By adding a new allocation of \$1,500,000 in the Schools Fund Surplus Allocations in Section I, Schedule F, for MNPS Safety and Security Needs – Radio equipment.
- III. By adding a new allocation of \$5,000,000 in the Schools Fund Surplus Allocations in Section I, Schedule F, for MNPS Safety and Security Needs -- Safety glass.

Sponsored by:

Jeff Syracuse
Zulfat Suara
Russ Pulley
Kevin Rhoten
Members of Council

AMENDMENT NO. 6
TO
ORDINANCE NO. BL2023-1867

Mr. President –

I move to amend Ordinance No. BL2023-1867 as follows:

- I. By decreasing the allocation to Police, in Section I, Schedule B, number 31, for a net total decrease of \$16,000,000.
- II. By decreasing the allocation to Sheriff, in Section I, Schedule B, number 30, for a net total decrease of \$10,000,000.
- III. By decreasing the allocation to District Attorney in Section I, Schedule B, number 19, for a net total decrease of \$2,000,000.
- IV. By decreasing the allocation to General Sessions Court, in Section I, Schedule B, number 27 for a net total decrease of \$2,000,000.
- V. By decreasing the allocation to State Trial Courts, in Section I, Schedule B, number 28 for a net total decrease of \$2,000,000.
- VI. By decreasing the allocation to Economic Development Dell in Section I, Schedule B, number 01101118 for a net total decrease of \$250,000.
- VII. By decreasing the allocation to Economic Development HCA in Section I, Schedule B, number 01101137 for a net total decrease of \$500,000.
- VIII. By decreasing the allocation to Economic Development Philips in Section I, Schedule B, number 01101146 for a net total decrease of \$100,000.
- IX. By decreasing the allocation to Adventure Science in Section I, Schedule B, number 01101503 for a net total decrease of \$100,000.
- X. By decreasing the allocation to Community Safety in Section I, Schedule B, number 01101339 for a net total decrease of \$250,000.
- XI. By increasing the allocation to Subsidy Hospital Authority, in Section I, Schedule B, number 01101426, for a net total increase of \$9,000,000.
- XII. By increasing the allocation to Barnes Affordable Housing Trust, in Section I, Schedule B, number 01101578, for a net total increase of \$9,000,000.

- XIII. By increasing the allocation to Arts Commission, in Section I, Schedule B, number 41, for a net total increase of \$5,000,000.
- XIV. By increasing the allocation to Public Library, in Section I, Schedule B, number 39, for a net total increase of \$5,000,000.
- XV. By adding an allocation for Pedestrian Infrastructure, in Section I, Schedule B, of \$4,400,000.
- XVI. By increasing the allocation to Human Relations Commission, in Section I, Schedule B, number 44, for a net total increase of \$150,000.
- XVII. By adding an allocation for the Community Education Program in Section I, Schedule B, for a net total increase of \$200,000.
- XVIII. By adding an allocation to The Village at Glenclyff in Section I, Schedule B, Community Support of \$450,000.

INTRODUCED BY:

Ginny Welsch
Member of Council

AMENDMENT NO. 7
TO
ORDINANCE NO. BL2023-1867

Mr. President –

I move to amend Ordinance No. BL2023-1867 as follows:

- I. By decreasing the allocation to Police, in Section I, Schedule B, number 31, for a net total decrease of \$16,000,000.
- II. By increasing the allocation to Arts Commission, in Section I, Schedule B, number 41, for a net total increase of \$8,000,000.
- III. By increasing the allocation to Public Library, in Section I, Schedule B, number 39, for a net total increase of \$8,000,000.

INTRODUCED BY:

Ginny Welsch
Member of Council

AMENDMENT NO. 8
TO
ORDINANCE NO. BL2023-1867

Mr. President –

I move to amend Ordinance No. BL2023-1867 as follows:

- I. By decreasing the allocation to Police, in Section I, Schedule B, number 31, for a net total decrease of \$16,000,000.
- II. By increasing the allocation to Barnes Affordable Housing Trust, in Section I, Schedule B, number 01101578, for a net total increase of \$16,000,000.

INTRODUCED BY:

Ginny Welsch
Member of Council

AMENDMENT NO. 9
TO
ORDINANCE NO. BL2023-1867

Mr. President –

I move to amend Ordinance No. BL2023-1867 as follows:

- I. By decreasing the allocation to Police, in Section I, Schedule B, number 31, for a net total decrease of \$16,000,000.
- II. By decreasing the allocation to Economic Development Dell in Section I, Schedule B, number 01101118 for a net total decrease of \$250,000.
- III. By decreasing the allocation to Economic Development HCA in Section I, Schedule B, number 01101137 for a net total decrease of \$500,000.
- IV. By decreasing the allocation to Economic Development Philips in Section I, Schedule B, number 01101146 for a net total decrease of \$100,000.
- V. By decreasing the allocation to Community Safety in Section I, Schedule B, number 01101339 for a net total decrease of \$150,000.
- VI. By increasing the allocation to Subsidy Hospital Authority, in Section I, Schedule B, number 01101426, for a net total increase of \$6,200,000.
- VII. By increasing the allocation to Arts Commission, in Section I, Schedule B, number 41, for a net total increase of \$5,000,000.
- VIII. By increasing the allocation to Public Library, in Section I, Schedule B, number 39, for a net total increase of \$5,000,000.
- IX. By increasing the allocation to Human Relations Commission, in Section I, Schedule B, number 44, for a net total increase of \$150,000.
- X. By adding an allocation for the Community Education Program in Section I, Schedule B, for a net total increase of \$200,000.
- XI. By adding an allocation to The Village at Glenclyff in Section I, Schedule B, Community Support of \$450,000.

INTRODUCED BY:

Ginny Welsch
Member of Council

AMENDMENT NO. 10

TO

ORDINANCE NO. BL2023-1867

Mr. President –

I move to amend Ordinance No. BL2023-1867 as follows:

- I. By decreasing the allocation to Police, in Section I, Schedule B, number 31, for a net total decrease of \$16,000,000.
- II. By adding an allocation for Participatory Budgeting in Section I, Schedule B, of \$16,000,000.

INTRODUCED BY:

Ginny Welsch
Member of Council

AMENDMENT NO. 11

TO

ORDINANCE NO. BL2023-1867

Mr. President –

I move to amend Ordinance No. BL2023-1867 as follows:

- I. By decreasing the allocation to Economic Development Dell in Section I, Schedule B, number 01101118 for a net total decrease of \$250,000.
- II. By decreasing the allocation to Economic Development HCA in Section I, Schedule B, number 01101137 for a net total decrease of \$500,000.
- III. By decreasing the allocation to Economic Development Philips in Section I, Schedule B, number 01101146 for a net total decrease of \$100,000.
- IV. By decreasing the allocation to Adventure Science in Section I, Schedule B, number 01101503 for a net total decrease of \$50,000.
- V. By decreasing the allocation to Community Safety in Section I, Schedule B, number 01101339 for a net total decrease of \$50,000.
- VI. By increasing the allocation to Human Relations Commission, in Section I, Schedule B, number 44, for a net total increase of \$250,000.
- VII. By adding an allocation for the Community Education Program in Section I, Schedule B, for a net total increase of \$250,000.
- VIII. By adding an allocation to The Village at Glencliff in Section I, Schedule B, Community Support of \$450,000.

INTRODUCED BY:

Ginny Welsch
Member of Council

AMENDMENT NO. 12

TO

ORDINANCE NO. BL2023-1867

Mr. President –

I move to amend Ordinance No. BL2023-1867 as follows:

- I. By decreasing the allocation to Police, in Section I, Schedule B, number 31, for a net total decrease of \$16,000,000.
- II. By decreasing the allocation to Sheriff, in Section I, Schedule B, number 30, for a net total decrease of \$4,400,000.
- III. By decreasing the allocation to District Attorney in Section I, Schedule B, number 19, for a net total decrease of \$1,000,000.
- IV. By decreasing the allocation to General Sessions Court, in Section I, Schedule B, number 27 for a net total decrease of \$1,000,000.
- V. By decreasing the allocation to State Trial Courts, in Section I, Schedule B, number 28 for a net total decrease of \$1,000,000.
- VI. By decreasing the allocation to Economic Development Dell in Section I, Schedule B, number 01101118 for a net total decrease of \$250,000.
- VII. By decreasing the allocation to Economic Development HCA in Section I, Schedule B, number 01101137 for a net total decrease of \$500,000.
- VIII. By decreasing the allocation to Economic Development Philips in Section I, Schedule B, number 01101146 for a net total decrease of \$100,000.
- IX. By increasing the allocation to Pay Plan Improvements in Section I, Schedule B, number 01101315 for a net total increase of \$23,400,000.
- X. By increasing the allocation to Human Relations Commission, in Section I, Schedule B, number 44, for a net total increase of \$150,000.
- XI. By adding an allocation for the Community Education Program in Section I, Schedule B, for a net total increase of \$250,000.
- XII. By adding an allocation to The Village at Glencliff in Section I, Schedule B, Community Support of \$450,000.

INTRODUCED BY:

Ginny Welsch
Member of Council

AMENDMENT NO. 13

TO

ORDINANCE NO. BL2023-1867

Mr. President –

I move to amend Ordinance No. BL2023-1867 as follows:

- I. By decreasing the allocation to Police, in Section I, Schedule B, number 31, for a net total decrease of \$16,000,000.
- II. By increasing the allocation to Fire Department and EMS Service, in Section I, Schedule B, number 32, for a net total increase of \$16,000,000.

INTRODUCED BY:

Ginny Welsch
Member of Council

AMENDMENT NO. 14

TO

ORDINANCE NO. BL2023-1867, AS SUBSTITUTED

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867, as substituted, as follows:

- I. By reducing the General Fund Surplus Allocation for Arts Commission Capital Grants for Cultural Support in Section I, Schedule F, by \$2,000,000.
- II. By reducing the General Fund Surplus Allocation for Administrative Barnes Fund in Section I, Schedule F, by \$4,000,000.
- III. By adding an allocation of \$6,000,000 in the General Fund Surplus Allocation in Section I, Schedule F, for Morris Building Acquisition.
- IV. By increasing the allocation to Fund 01101578 Barnes Affordable Housing Trust in Section I, Schedule B, by \$4,000,000.
- V. By reducing the allocation to Fund 01101127 Facility Rental in Section I, Schedule B, by \$1,000,000.
- VI. By reducing the allocation to Fund 01101308 Judgements and Losses in Section I, Schedule B, by \$500,000.
- VII. By reducing the allocation to Fund 01101996 Transfer General Fund 4% Fund in Section I, Schedule B, by \$2,000,000.
- VIII. By reducing the allocation to Fund 01101303 Corp Dues/Contribution in Section I, Schedule B, by \$250,000.
- IX. By reducing the allocation to Fund 01101382 Healthy Nashville Study in Section I, Schedule B, by \$250,000.

Sponsored by:

Zulfat Suara
Delishia Porterfield
Members of Council

AMENDMENT NO. 15
TO
ORDINANCE NO. BL2023-1867

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867 as follows:

- I. By reducing the allocation to Fund 01101309 Contingency Account in Section I, Schedule B, by \$50,000.
- II. By reducing the allocation to Fund 01101566 Contingency Utility Increase in Section I, Schedule B, by \$26,500.
- III. By increasing the allocation to Fund 35131 MNPS General Purpose Fund in Section I, Schedule E, by \$76,500.

Sponsored by:

Zulfat Suara
Erin Evans
Members of Council

AMENDMENT NO. 16
TO
ORDINANCE NO. BL2023-1867

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867 as follows:

- I. By reducing the allocation to Parks and Recreation, Department Number 40, in Section I, Schedule B, by \$1,500,000.
- II. By reducing the allocation to Nashville Department of Transportation (NDOT), Department Number 42, in Section I, Schedule B, by \$1,250,000.
- III. By reducing the allocation to General Services, Department Number 10, in Section I, Schedule B, by \$900,000.
- IV. By reducing the allocation to 01101486 Waste Services Transfers in Section I, Schedule B, by \$250,000.
- V. By increasing the allocation to Fund 01101315 Pay Plan Improvements in Section I, Schedule B, by \$3,900,000.

Sponsored by:

Courtney Johnston
Member of Council

AMENDMENT NO. 17
TO
ORDINANCE NO. BL2023-1867

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867 as follows:

- I. By reducing the allocation to Police Department, Department Number 31, in Section I, Schedule B, by \$4,000,000.
- II. By reducing the allocation to Nashville Department of Transportation (NDOT), Department Number 42, in Section I, Schedule B, by \$1,100,000.
- III. By reducing the allocation to Parks and Recreation, Department Number 40, in Section I, Schedule B, by \$1,800,000.
- IV. By reducing the allocation to Codes Administration, Department Number 33, in Section I, Schedule B, by \$600,000.
- V. By reducing the allocation to General Services, Department Number 10, in Section I, Schedule B, by \$300,000.
- VI. By increasing the allocation to Fund 01101315 Pay Plan Improvements, in Section I, Schedule B, by \$7,800,000.

Sponsored by:

Delishia Porterfield
Kyonzté Toombs
Brandon Taylor
Zulfat Suara
Members of Council

AMENDMENT NO. 18

TO

ORDINANCE NO. BL2023-1867, AS SUBSTITUTED

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867, as substituted, as follows:

- I. By reducing the allocation to Fund 01101996 Transfer General Fund 4% Reserve Fund in Section I, Schedule B, by \$500,000.
- II. By increasing the allocation to Human Resources, Department Number 08, in Section I, Schedule B, by \$280,000.
- III. By increasing the allocation to Finance, Department Number 15, in Section I, Schedule B, by \$220,000.

Sponsored by:

Delishia Porterfield
Kyonzte Toombs
Brandon Taylor
Zulfat Suara
Members of Council

AMENDMENT NO. 19
TO
ORDINANCE NO. BL2023-1867, AS SUBSTITUTED

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867, as substituted, as follows:

- I. By reducing the allocation to Fund 01101996 Transfer General Fund 4% Reserve Fund in Section I, Schedule B, by \$25,000.
- II. By increasing the allocation to Fund 01101204 Metro Action Commission (MAC) in Section I, Schedule B, by \$25,000.
- III. By deleting the note to the allocation to Fund 01101204 Metro Action Commission (MAC) in Section I, Schedule B.

Sponsored by:

Joy Styles
Kyonzté Toombs
Members of Council

AMENDMENT NO. 20

TO

ORDINANCE NO. BL2023-1867, AS SUBSTITUTED

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867, as substituted, as follows:

- I. By reducing the allocation to Fund 01101996 Transfer General Fund 4% Reserve Fund in Section I, Schedule B, by \$40,100.
- II. By increasing the allocation to Department No. 38, Health Department, in Section I, Schedule B, by \$40,100.

Sponsored by:

Joy Styles
Erin Evans
Kathleen Murphy
Members of Council

AMENDMENT NO. 21

TO

ORDINANCE NO. BL2023-1867, AS SUBSTITUTED

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867, as substituted, as follows:

- I. By reducing the allocation to Fund 01101996 Transfer General Fund 4% Reserve Fund in Section I, Schedule B, by \$90,000.
- II. By increasing the allocation to Department No. 04, Mayor's Office, in Section I, Schedule B, by \$90,000.

Sponsored by:

Joy Styles
Member of Council

AMENDMENT NO. 22
TO
ORDINANCE NO. BL2023-1867

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867 as follows:

- I. By reducing the allocation to Fund 01101127 Facility Rental in Section I, Schedule B, by \$500,000.
- II. By increasing the allocation to Arts Commission, Department Number 41, in Section I, Schedule B, by \$500,000.

Sponsored by:

Joy Styles
Member of Council

AMENDMENT NO. 23
TO
ORDINANCE NO. BL2023-1867

Mr. President –

I hereby move to amend Ordinance No. BL2023-1867 as follows:

- I. By reducing the allocation to Fund 01101118 Economic Job Development Incentive Dell in Section I, Schedule B, by \$500,000.
- II. By increasing the allocation to Arts Commission, Department Number 41, in Section I, Schedule B, by \$500,000.

Sponsored by:

Angie Henderson
Member of Council