

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Community Care Fellowship, Contract # _____ January 3, 2025**

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Community Care Fellowship**

This Grant Contract issued and entered into pursuant to RS2024-_____, by and between the Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Homeless Services ("Metro"), and Community Care Fellowship, ("Recipient"), is for the provision of Mobile Housing Navigation Program services, 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. The recipient will use the funds to:

Community Care Fellowship will use these funds for the operation of the Mobile Housing Navigation Center (MHNC) program at a total of 4 sites at 3 locations with 10-12 beds per site. The intent is to take 15-20 unhoused people from the street or encampments into each MHNC location and intensely work with them to obtain housing as quickly as possible with a goal of housing people within no more than 120 days. MHNC guests will be referred through Nashville's Coordinated Entry (CE) process.

The goal is to quickly provide a bed that is accessible to individuals 24 hours/7 days per week that offers privacy including a locker to keep their personal belongings. The program includes a staffing model including case manager/housing navigator(s), house monitor(s) (person with lived experience who is paid for this job), and program services including protection services.

- CCF will serve an ADDITIONAL 115 people by the end of the grant period including 10 families
- CCF will continue to partner with appropriate and qualified organizations to provide temporary housing for people with pets
- CCF will provide immediate needs such as food, clothing, laundry, showers, healthcare, mental healthcare, addressing any substance use needs, etc. We find that by allowing people to settle into our interim MHNC program by focusing on their immediate needs builds trust and is aligned with our trauma-informed care approach. We quickly start working with people on their individualized housing plans to help them remove barriers to housing, get them document-ready/move-in ready, assist them with mainstream connections they may be eligible for (SNAP, health insurance such as Medicare, prescription drug services, mental health care, TANF, etc.) and sign them up for housing subsidies. Once we have identified housing in partnership with OHS' Low Barrier Housing Collective as well as other means through our staff searches, we help people ensure that they have move-in cost assistance in place, electricity turned on, etc. We go to the lease signings and link them to ongoing support service providers through our own established connections as well as coordination support from OHS. Once we have identified a provider for ongoing support services, we schedule a warm hand-off.
- Our staff is trained in Housing First principles, including harm reduction, trauma-informed care, motivational interviewing, and person-centered approaches.

Performance Metrics to Be Met:

- 50% Exits to Permanent Housing
- Average Length of Stay of 90-120 Days or Less
- 35% of clients will have an increase in income

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 and must provide those results to Metro upon request.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
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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 the effective date and end 18 months from the effective date or when the funds are depleted, whichever comes first. Metro will have no obligation for services rendered by the Recipient that are not performed within this term, although it is understood that Recipient has provided services prior to the commencement of the term of this agreement and will be allowed to submit invoices and be paid for those services rendered beginning October 1, 2024.

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed nine hundred thousand dollars (\$900,000). 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.

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. Department will issue reimbursable payments to equal up to \$900,000. The recipient must provide monthly invoices with bed per diem occupancy confirmation and report monitoring of participant's progress and grantee's progress toward the completion of the services as described in section A. CONTRACTOR shall bill METRO a per diem rate of \$62.50 per day per bed. Per diem will include a buffer for maintenance and/or cleaning as agreed upon between both parties as one or two days either preceding or subsequent to client's stay, not to exceed 3 days total. Upon progress toward the completion of the services as described in section A, the Agency shall submit invoices monthly and any supporting documentation as requested by OHS to demonstrate that the funds are used as required by this Contract, prior to any payment for allowable costs.

Recipient must send all invoices with supporting documentation as defined by the Office of Homeless Services to:

Joseph Marsh
Assistant Director of Admin. & Finance
Office of Homeless Services
joseph.marsh@nashville.gov
615-880-2867

Grant contract between the Metropolitan Government of Nashville and Davidson County and Community Care Fellowship, Contract # _____ January 3, 2025

Final invoices for the contract period should be received by Metro Payment Services by no later than 15 days after the end of the grant period. 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 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.
- 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Community Care Fellowship, Contract # _____ January 3, 2025

- D.4. **Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.
- (a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- (b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.
- D.5. **Termination –Funding.** 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 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 contemplated or performed relative to this Grant Contract.
- D.8. **Media Interaction.** Any media events or news releases connected to any work contemplated or performed relative to this grant contract must be approved and coordinated through the Office of Homeless Services/ Metro Nashville Government Communication Representative prior to engagement, airing or distribution. Notwithstanding the foregoing, this provision shall not be construed to restrict the Recipient's rights under federal, state, or local law, including but not limited to, the First Amendment of the U.S. Constitution. The intent of this provision is to promote cooperation between the Recipient and Metro around opportunities to create awareness and promote collaborative good work as a community.
- D.9. **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.10. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Community Care Fellowship, Contract # _____ January 3, 2025

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.11. **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. Recipient also agrees to Monthly Check-Ins, Quarterly Reviews and Semi-Annual Monitoring by OHS staff.
- D.12. **Reporting.** The Recipient must submit an Interim Program Report, to be received by no later than 180 days from effective date, and a Final Program Report, to be received 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.13. **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.14. **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.15. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **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.17. **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 Community Care Fellowship, Contract # _____ January 3, 2025

- D.18. **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.19. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D.20. **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.21. **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.22. **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.23. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.24. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- D.25. **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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Community Care Fellowship, Contract # _____ January 3, 2025**

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. 26. **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.27. **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.28. **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:
Bill Clendenning
Grants Coordinator
bill.clendenning@nashville.gov
615-880-2349

For inquiries regarding invoices:
Joseph Marsh
Assistant Director of Administration and
Finance
joseph.marsh@nashville.gov
615-880-2867

Recipient

Ryan LaSuer
Executive Director
Community Care Fellowship
511 South 8th Street
Nashville, TN 37206
Office : 615-829-6829
Email : ryan@ccfnashville.org

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Community Care Fellowship, Contract # _____ January 3, 2025**

D.29. 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.30. 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.31. 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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**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Community Care Fellowship, Contract # _____ January 3, 2025**

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
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**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:**

Signed by:



April Calvin, Director, Office of Homeless
Services

RECIPIENT: Community Care Fellowship

Signed by:


By: 6B69063C37B2400...
Ryan LaSuer, Executive Director

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

Signed by:


62377A2A8742469...
Director of Finance

DS


**APPROVED AS TO RISK AND
INSURANCE**

DocuSigned by:


68804BF12FD741C...
Director of Risk Management Services

**APPROVED AS TO FORM AND
LEGALITY**

Signed by:


CD9979186287427...
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

GRANT BUDGET SUMMARY				
Agency Name: Community Care Fellowship				
Project Name: Fellowship House				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		Xx/xx/xxxx	END:	Xx/xx/xxxx
BEGIN:				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries and Wages	\$390,000		\$390,000
	Benefits and Taxes	\$59,000		\$59,000
	Professional Fees	\$100,000		\$100,000
	Supplies			
	Groceries			
	Postage and Shipping			
	Occupancy	\$224,000		\$224,000
	Equipment Rental & Maintenance			
	Printing and Publications			
	Travel, Conferences & Meetings			
	Insurance	\$60,000		\$60,000
	Specific Assistance To Individuals	\$67,000		\$67,000
	Other Non-Personnel			
	GRAND TOTAL	\$900,000		\$900,000

Detailed Budget (Salaries and Wages)

INSTRUCTIONS: List all positions for which salaries will be paid from this contract. Enter in Column 1 the annual (12 months) salary rate for each position which will be filled for all or any part of the year. Enter in Column 2 the number of months the positions will be filled. Enter in Column 3 the percent of time or effort the staff person will devote to the project during the number of months shown in column 2.

Direct Cost Only	Column 1 Annual Salary Rate	Column 2 # of MOS. BUDG.	Column 3 Time
1. Position/Name/ Credentials See Attached Document			
Category Total	\$ \$390,000		

Instructions: Show justification for specific items or categories listed. In Column 1, indicate the items requested in relation to the program. In Column 2, enter the total amount required for each category.

Column 1 Detailed Budget For This Period (Continued)	Column 2 Total Amount Required
<p>2. Related Benefits List Benefits and Amounts:</p> <p>Staffing: Resource Navigator/Case managers (5 FTE positions). The functions of the case managers is to develop a housing and services plan with each individual, ensure they are linked to mainstream services, health care, mental health care, substance use treatment if needed, ensure they have transportation, keep appointments, help with Section 8 application, ID, Birth Certificate and other needed documents (getting people document-ready), link people to support services and help with warm hand-offs once they move into permanent housing, ensure HMIS entry is done, including case management, entry/exit interviews for satisfaction surveys, ensure daily necessities are met (food, hygiene items, laundry, clothing, etc.), etc. Housing navigation (1 FTE positions) Help with specific removals of housing barriers including (among other tasks) Section 8 application, ID, Birth Certificate and other needed documents (getting people document-ready), help with lease agreement, Section 8 briefing appointments, landlord engagement in coordination with the LBHC, help ensure legal issues are taken care of if they are part of the housing barrier (link to Legal Aid, etc.), arrears (help find resources to pay for those), family reunification if appropriate, roommate considerations for shared housing option if appropriate, locating furniture, household items, move-in costs, assist with move-in, etc. Peer support (2 FTE 9 PTE positions) Assist case managers and housing navigators and help with one-on-one check ins to identify other needs and help problem-solve. Part-time mentors Some of these positions overlap with the peer support specialists because they often work</p>	<p>Health and Dental Insurance, Payroll Taxes \$59,000</p>

<p>after hours and on weekends to be available when case managers and housing navigators are not. Assist with trauma-informed approaches, help with problem-solving, conflict resolution/mediation, ensure necessities are met, assist with crisis resolution if needed, etc.</p> <p>Administration: Supervisor salaries and support staff to ensure coordination within the program and outside of the program including with OHS works seamlessly.</p> <p>Specific Assistance to Individuals: To supplement food costs, suboxone clinic and other medical/mental health costs, furniture, and help with move-in costs.</p> <p>Occupancy: Rental Assistance: This line item refers specifically to Atrium Flats, which offers the opportunity to expand as needed and based on available funding to accommodate people who may not do well in or be a good fit for congregate settings.</p> <p>Leasing: Total rent for all three church spaces.</p>	<p>\$67,000</p> <p>\$130,000</p> <p>\$94,000</p>
Category Total	\$350,000
3. Travel	

Detailed Budget For This Period (Continued)	Total Amount Required
Category Total	
4. Operating Costs	
Liability Insurance for interim housing sites.	\$5,000 x 12 = \$60,000
Security	\$9,000 x 5 = \$46,000
Bookkeeping	\$4,500 x 12 = \$54,000
Category Total	\$160,000
5. Supplies	
Category Total	\$

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Launch Pad Inc., Contract #_____ January 5, 2025

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BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Nashville Launch Pad Inc.**

This Grant Contract issued and entered into pursuant to RS2024-_____, by and between the Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Homeless Services ("Metro"), and Nashville Launch Pad Inc., ("Recipient"), is for the provision of Mobile Housing Navigation Program services, 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. The recipient will use the funds to:

Provide 12 sleeping pods for unhoused young adults. Our referrals come exclusively through the Coordinated Entry process, which means that we are in line with the Office of Homeless Services' and CoC priorities around any encampment closures. Our goal is to help young adults obtain permanent housing as quickly as possible. To do so, we have hired 5 FTE and 3 PTE serving our programs at this location, which also includes a youth and young adult shelter for 18-26 year olds, which allows us to help with sheltering young people that Metro identifies in encampments to move them indoors quickly.

Our overall staffing plan for this request is for 5 FTE and 3 PTE as well as a portion of program leadership salaries as they serve the population on location, filling in after hours and in times of stress as needed.

At our interim housing (Mobile Housing Navigation Center) program, we offer the following services:

- Immediate and daily needs are met such as food, clothing, showers, hygiene kits, laundry, and mail services.
- Case management and support services are offered by ensuring people are linked to physical and mental healthcare, have access to job trainings, education, and workforce development, are offered access to substance use treatment, and are screened for and linked to mainstream resources (food stamps, TANF if applicable for young women with children, TennCare, housing vouchers and subsidies for the general low-income public, transportation assistance, VA benefits, Medicare, etc.)
- Housing navigation services are provided by working with each person on an individualized housing plan. Among the housing navigation we provide, we help people with
 - o Housing applications, including Section 8 and other voucher applications;
 - o Landlord searches;
 - o Matching people with possible roommates;
 - o Assisting with budgeting & income planning;
 - o Identifying furniture and move-in costs;
 - o Move-in, including lease signing; and
 - o Linking people with support services once in housing.

Launch Pad relies heavily on building close relationships with the young people we serve. We realize that we function as their safety net, meaning once they are in housing, our door is open for them to check back in as our relationship does not break off completely.

While we are providing specific LGBTQIA+ welcoming services, Launch Pad is open to all young people. As such, we serve more than twice as many people of color than those who identify as LGBTQIA+. In addition, our Mobile Housing Navigation Center is one of the few remaining places who serve women and women who are pregnant (besides DV shelters), which is significant considering the recent rise in numbers this population has seen.

Launch Pad's programs offer low-barrier access, are trauma-informed, Housing First-oriented, and follow harm reduction principles.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Launch Pad Inc., Contract # _____ January 5, 2025

Performance Metrics to Be Met:

- 45% Exits to Permanent Housing
- 35% of Residents Increase Income
- 50% of Residents Obtain Health Insurance or Initiate a SOAR Application

- 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 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 the effective date and end 18 months later or when the funds are depleted, whichever comes first. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed three hundred and ninety-seven thousand nine-hundred and fifteen dollars and 20 cents (\$397,915.20). 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.

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. Department will issue reimbursable payments to equal up to \$397,915.20. The recipient must provide monthly invoices with bed per diem occupancy confirmation, and report monitoring of participant's progress and grantee's progress toward the completion of the services as described in section A. CONTRACTOR shall bill METRO a per diem rate of \$92.11 per day per bed. Per diem will include a buffer for maintenance and/or cleaning as agreed upon between both parties as one or two days either preceding or subsequent to client's stay, not to exceed 3 days total. Upon progress toward the completion of the services as described in section A, the Agency shall submit invoices monthly and any supporting documentation as requested by OHS to demonstrate that the funds are used as required by this Contract, prior to any payment for allowable costs.

Recipient must send all invoices with supporting documentation as defined by the Office of Homeless Services to:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Launch Pad Inc., Contract #_____ January 5, 2025

Joseph Marsh
Assistant Director of Admin. & Finance
Office of Homeless Services
joseph.marsh@nashville.gov
615-880-2867

Final invoices for the contract period should be received by Metro Payment Services by no later than 15 days after the end of the grant period. 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 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.
- 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Launch Pad Inc., Contract # _____ January 5, 2025

have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

- D.4. **Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.

(a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.

(b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.

- D.5. **Termination –Funding.** 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 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 contemplated or performed relative to this Grant Contract.

- D.8. **Media Interaction.** Any media events or news releases connected to any work contemplated or performed relative to this grant contract must be approved and coordinated through the Office of Homeless Services/ Metro Nashville Government Communication Representative prior to engagement, airing or distribution. Notwithstanding the foregoing, this provision shall not be construed to restrict the Recipient's rights under federal, state, or local law, including but not limited to, the First Amendment of the U.S. Constitution. The intent of this provision is to promote cooperation between the Recipient and Metro around opportunities to create awareness and promote collaborative good work as a community.

- D.9. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Launch Pad Inc., Contract # _____ January 5, 2025

- D.10. **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.11. **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. Recipient also agrees to Monthly Check-Ins, Quarterly Reviews and Semi-Annual Monitoring by OHS staff.
- D.12. **Reporting.** The Recipient must submit an Interim Program Report, to be received by no later than 180 days from effective date, and a Final Program Report, to be received 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.13. **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.14. **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.15. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **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.17. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Launch Pad Inc., Contract # _____ January 5, 2025

- (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.18. **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.19. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D.20. **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.21. **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.22. **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.23. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.24. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- D.25. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Launch Pad Inc., Contract # _____ January 5, 2025

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. 26. **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.27. **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.28. **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:
Bill Clendenning
Grants Coordinator
bill.clendenning@nashville.gov
615-880-2349

For inquiries regarding invoices:
Joseph Marsh
Assistant Director of Administration and Finance
joseph.marsh@nashville.gov
615-880-2867

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Launch Pad Inc., Contract # _____ January 5, 2025

Recipient

HG Stovall
Executive Director
Nashville Launch Pad Inc.
PO Box 330695
Nashville, TN 37203
Office : 615-828-1018
Email : hg@nashvillelaunchpad.com

D.29. 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.30. 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).

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Nashville Launch Pad Inc., Contract #_____ January 5, 2025**

- D.31. **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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Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Launch Pad Inc., Contract # _____ January 5, 2025

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:**

Signed by:


April Calvin, Director, Office of Homeless
Services

RECIPIENT: Nashville Launch Pad Inc.

Signed by:

By: _____
HG Stovall, Executive Director

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

Signed by:


62377A2A8742469...
Director of Finance

DS


**APPROVED AS TO RISK AND
INSURANCE**

DocuSigned by:


68804BF12FD741C...
Director of Risk Management Services

**APPROVED AS TO FORM AND
LEGALITY**

Signed by:


CD9979186287427...
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

GRANT BUDGET SUMMARY				
Agency Name: Nashville Launch Pad				
Project Name: Interim Housing Services Agreement				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN:		1/28/2025	END:	7/27/2025
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries and Wages	\$220400		\$220400
	Benefits and Taxes	\$57035.20		\$57035.20
	Professional Fees			
	Supplies	\$3500		\$3500
	Groceries	\$12500		\$12500
	Postage and Shipping			
	Occupancy	\$30000		\$30000
	Equipment Rental & Maintenance	\$5000		\$5000
	Printing and Publications			
	Travel, Conferences & Meetings			
	Insurance	\$4500		\$4500
	Specific Assistance To Individuals	\$34980		\$34980
	Other Non-Personnel	\$30000		\$30000
	GRAND TOTAL	\$397,915.20		\$397,915.20

Detailed Budget (Salaries and Wages)

INSTRUCTIONS: List all positions for which salaries will be paid from this contract. Enter in Column 1 the annual (12 months) salary rate for each position which will be filled for all or any part of the year. Enter in Column 2 the number of months the positions will be filled. Enter in Column 3 the percent of time or effort the staff person will devote to the project during the number of months shown in column 2.

Direct Cost Only	Column 1 Annual Salary Rate	Column 2 # of MOS. BUDG.	Column 3 Time
1. Position/Name/ Credentials			
AM Resource Navigator (Case Manager)	\$51,500	12	100
PM Resource Navigator (Case Manager)	\$51,500	12	100
FT Overnight Advocate	\$42,000	12	100
PT Overnight Advocate	\$31,400	12	100
PT Weekend Advocate	\$17,000	12	100
PT Weekend Advocate #2	\$17,000	12	100
PRN/As Needed Advocate for sickness, holidays, and the like	\$10,000	12	100
Category Total	\$220,400		

Instructions: Show justification for specific items or categories listed. In Column 1, indicate the items requested in relation to the program. In Column 2, enter the **total** amount required for each category.

Detailed Budget For This Period (Continued)	Total Amount Required
Category Total	\$
4. Operating Costs Groceries, occupancy expense, workers comp insurance, individual guest assistance including clothing, replacement of vital documents, transportation, and mental and physical health supports.	\$81,980
Category Total	\$81,980
5. Supplies Janitorial, sanitation and food service supplies including toilet paper, paper towels, trash bags, paper plates and cups, disinfectants and similar products to maintain a clean and healthy space.	\$3,500
Category Total	\$3,500

NASHLAU-01

DBRAGIEL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Byrne, Byrne & Company 217 N Jefferson Street, #450 Chicago, IL 60661	CONTACT NAME: PHONE (A/C, No, Ext): (312) 346-2150		FAX (A/C, No): (312) 346-4637
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Great American Insurance		
	INSURER B : Guard Insurance		14702
	INSURER C :		
INSURED Nashville Launch Pad 113 8th Ave S Nashville, TN 37203	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PAC5318661	9/29/2024	9/29/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PAC5318661	9/29/2024	9/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			R2WC404615	12/1/2024	12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is listed as an additional insured

CERTIFICATE HOLDER

CANCELLATION

Metropolitan Government of Nashville and Davidson County Metro Courthouse Nashville, TN 37201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Tennessee Secretary of State
Tre Hargett



Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

August 04, 2023

Mr. H.G. STOVALL
P.O. BOX 330695
NASHVILLE, TN 37203

RE: Registration to Solicit Funds for Charitable Purposes
Organization Name: NASHVILLE LAUNCH PAD, INC.
CO Number: CO27681
Renewal Date: 06/30/2024

Dear Mr. H.G. STOVALL :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501, *et seq.* the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at <https://sos.tn.gov/charities>. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars (\$5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

Tre Hargett
Secretary of State

Tracking Number
2023120653

Application to Renew Registration of a Charitable Organization

Division of Business and Charitable Organizations

Department of State

State of Tennessee

312 Rosa L. Parks Avenue, 6th Floor

Nashville, Tennessee 37243

Phone: 615-741-2555

Fax: 615-253-5173

sos.tn.gov/charities



Tre Hargett
Secretary of State

CO Number: CO27681
Filed: 06/30/2023 05:30 PM
Tre Hargett
Secretary of State

Organization Information

Legal Name of the Charitable Organization: NASHVILLE LAUNCH PAD, INC.

Legal entity type of the Organization: Corporation

Business Services Control Number: 000861445

FEIN: 81-3538014

Initial Registration Date: 11/03/2016

Renewal Date: 06/30/2023

Has your fiscal year ending month changed since your last renewal?

☐ Yes ☒ No

Fiscal Year Ending Month: December

When and where was the organization legally established

Date: 08/01/2016

Country: USA

City/State: NASHVILLE, TN

County: Davidson

Has your Principal Office address changed since your last renewal?

☐ Yes ☒ No

Principal Office Address

PO BOX 330695

USA, NASHVILLE, TN 37203

Has your Mailing address changed since your last renewal?

☐ Yes ☒ No

Mailing Office Address

P.O. BOX 330695

USA, NASHVILLE, TN 37203

Contact Information for the Charitable Organization

Contact Name: Mr. H.G. STOVALL

Telephone Number: (615) 828-1018

Email: hg@nashvillelaunchpad.com

Website: http://www.nashvillelaunchpad.com

Current names used by the charity organization

Do you need to modify other names that the charity solicits under?

☐ Yes ☒ No

Has the organization registered in any other state(s)?

☐ Yes ☒ No

Does the charity have other offices, chapters, branches, affiliates or a parent?

☐ Yes ☒ No

The category that best describes your organization

P - Human Services

The charitable purpose of the organization

To create a network of temporary, safer, street-free sleeping shelters for unhoused young adults which are open and affirming to LGBTQ+ individuals and their allies.

Tax & Financial Information

Has your tax exempt status changed since your last renewal?☐ Yes ☒ No**Last Fiscal Year Start:** January 2022**Last Fiscal Year End:** December 2022**Type of 990 Tax Form Filed:** 990 (Long Form)**Gross Revenue**

Direct and Indirect Public Contributions	\$ 390,812.00
Government Grants	\$ 0.00
Program Service Revenue	\$ 0.00
Special Events and Activities	\$ 0.00
Gross Sales of Inventory	\$ 0.00
Other Revenue	\$ 10,927.00
Total Revenue	\$ 401,739.00

Expenses

Total Program Expenses	\$ 293,141.00
Direct Expenses from Special Events	\$ 0.00
Cost of Goods Sold	\$ 0.00
Management and General Expenses	\$ 0.00
Fundraising Expenses	\$ 4,563.00
Other Expenses	\$ 101,111.00
Total Expenses	\$ 398,815.00

Excess/Deficit For the Year (Total Revenue - Total Expenses)	\$ 2,924.00
---	--------------------

Changes in Net Assets/Fund Balances

Net Assets/Fund Balances at Beginning of Year	\$ 127,642.00
Other Changes in Net Assets or Fund Balances	\$ 0.00
Net Assets/Fund Balances	\$ 121,143.00
Total Liabilities at End of Year	\$ 5,763.00
Net Assets/Fund Balances at End of Year	\$ 124,067.00

Solicitation Information

Have you been enjoined by any court from soliciting contributions?

☐ Yes ☒ No

Does your organization contract with or otherwise engage the services of any outside fundraising professional (such as a “professional fund-raiser,” “paid solicitor,” “fund raising counsel,” or “commercial co-venturer”)?

☐ Yes ☒ No

Officer Information

Do you need to modify the current officers?

☒ Yes ☐ No

List each officer, director, and trustee (at least 2 officers are required, and you must list officers who have or share the following titles: "Chief Financial Officer", "Custodian of Contributions", "Custodian of Final Distributions")

Emi Canahuati
1510 Grandview
Nashville, TN 37215, USA
Title(s): Chairman

HG Stovall
PO Box 330895
Nashville, TN 37203, USA
Title(s): Custodian of Contributions, Custodian of Final Distributions, Director

BRANDON MARSHALL
PO BOX 330695
USA, NASHVILLE, TN 37203
Title(s): Secretary

BRADY BANKS
PO BOX 330695
USA, NASHVILLE, TN 37203
Title(s): Treasurer

Ms. AMIEE SADLER
PO BOX 330695
USA, NASHVILLE, TN 37203
Title(s): Vice Chairman

MICHELLE SCARAPPA
PO BOX 330695
USA, NASHVILLE, TN 37203
Title(s): Other

CORRINE ELISE
PO BOX 330695
USA, NASHVILLE, TN 37203
Title(s): Other

Has any officer, director, manager, operator, or principal of the organization been the subject of an injunction, judgement, or administrative order or been convicted of a felony?

☐ Yes ☒ No

Signature

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Emilia Canahuati

Date: 06/29/2023

Title: President

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Harold Stovall

Date: 06/30/2023

Title: Chief Executive Officer



Tre Hargett
Secretary of State

Division of Business and Charitable Organizations**Department of State**

State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2555
Fax: 615-253-5173
sos.tn.gov/charities

Date: 06/28/2023

Invoice: 2023-05313

Customer Information

Mr. H.G. STOVALL
NASHVILLE LAUNCH PAD, INC.
P.O. BOX 330695
NASHVILLE, 37203

Tracking Number	Description	Amount Paid
2023120653	CH Charitable Renewal	\$ 10.00
Payment Details		
Fee Total:		\$ 20.00
Payment Total:		\$ 10.00
Amount Due:		\$ 0.00
Payment Method		
Payment Type: Credit Card		
Check/Confirmation Number: 3853721457		



1 December, 2024

To Whom it May Concern,

I am writing to provide context for Nashville Launch Pad, Inc. not providing a typical audited financial statement.

Per The National Council of Nonprofits, in Tennessee: Tenn. Code Ann. § 48-101-506(b)(2) amended under Public Charter 615 | A charitable organization with gross annual revenue over \$1,000,000 (excluding grants from government agencies and private foundations) must file an audited financial statement prepared by an independent CPA and all forms required by the IRS.

As a Tennessee nonprofit with under \$1,000,000 in gross revenue minus grants from government agencies and private foundations we have not yet engaged in an annual audit process in order to be good stewards of resources provided to be a support to the unhoused.

Launch Pad does, however, utilize the expertise of an outsourced bookkeeping and financial advisory firm, Randolph Business Resources, in addition to board oversight. We also engage a an additional third-party, Keystone Financial, to prepare our annual IRS form 990.

We kindly request the requirement of audited financial statements be waived so as to continue the good work of providing respect-filled street-free sleep to young adults in Middle Tennessee.

I look forward to seeing what we can accomplish together.

Sincerely,

A handwritten signature in black ink, appearing to read "H.G. Stovall", with a long horizontal flourish extending to the right.

H.G. Stovall, he/him/his
Executive Director

Nashville Launch Pad, Inc. is a 501(c)(3) nonprofit organization. Federal Tax ID #81-3538014.

*Reference: National Council of Nonprofits (2024, January 1). State Law Nonprofit Audit Requirements. Retrieved May 24, 2024, from
<https://www.councilofnonprofits.org/running-nonprofit/nonprofit-audit-guide/c/state-law-nonprofit-audit-requirements>*

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

DEPARTMENT OF THE TREASURY

Date:

SEP 09 2016

NASHVILLE LAUNCH PAD INC
444 EZELL PIKE
NASHVILLE, TN 37217-0000

Employer Identification Number:
81-3538014
DLN:
26053650005106
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
August 11, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

NASHVILLE LAUNCH PAD INC

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Cooper', with a stylized flourish at the end.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements



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

H.G. STOVALL
C/O NASHVILLE LAUNCH PAD
PO BOX 330695
NASHVILLE, TN 37203

July 28, 2022

Request Type: Certificate of Existence/Authorization
Request #: 0487446

Issuance Date: 07/28/2022
Copies Requested: 1

Document Receipt

Receipt #: 007409514 Filing Fee: \$20.00
Payment-Credit Card - State Payment Center - CC #: 3833404662 \$20.00

Regarding: Nashville Launch Pad, Inc.
Filing Type: Nonprofit Corporation - Domestic
Formation/Qualification Date: 08/11/2016
Status: Active
Duration Term: Perpetual
Business County: DAVIDSON COUNTY

Control #: 861445
Date Formed: 08/11/2016
Formation Locale: TENNESSEE
Inactive Date:

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

Nashville Launch Pad, Inc.

- * is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above;
- * has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- * has filed the most recent annual report required with this office;
- * has appointed a registered agent and registered office in this State;
- * has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 055148726

Nashville LAUNCH PAD

Street Free Sleep
NashvilleLaunchPad.com



Life Saving Work You Made Happen 2023-2024

95 Guests had a warm
safe place to sleep



28% of LGBTQ+ youth reported
experiencing homelessness or
housing instability

40% LGBTQ+ youth who were
kicked out or abandoned report
that the cause was their LGBTQ+
identity

BIPOC youth aged 13 to 25
experience homelessness at
nearly double the rate of
White, non-Hispanic peers.

See Research Report: LGBTQ+ Youth & Homelessness

BIPOC 67%
LGBTQIA 36%

Across all programs

152 nights of
warm shelter in
cold months
(Nov - Mar)

141 group dinners
\$22,500 value of donated meals

28% exited to positive placements

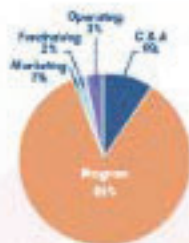
NLP Post-Shelter
Resource Education

not the street
not other shelters

Because of You,
we had an
amazing year!

Opened Nashville's only LGBTQ+ welcoming
Mobile Housing Navigation Center (MHNC)
Started Community Garden for fresh produce

Our Super Volunteers
2615 volunteer hours
166 Total | 77 Repeat



2024 Expenses
\$95,340
Requested

■ Core & Admin
■ Program
■ Marketing
■ Fundraising
■ Operating



2024 Income
\$85,600
Requested

■ Donations
■ Grants /
Foundations
■ Program
(MHNC)
■ Events

STAFF TRAINING:

CPR & First Aid
De-escalation
Trauma-Informed
Care
Trans 101
WeGO Travel

Training in
trauma-informed
care and
de-escalation
techniques
resulted in only
4 calls
for Police response



Value of in-kind &
volunteer support
\$100,000+

Shelter Programming
Haircuts

Writing Workshops with
The Porch TN

Sexual Assault Resources

Sexual Education

Music Production &
Recording Sessions

Naloxone Training

BY-LAWS
of
Nashville Launch Pad, Inc.

ARTICLE I
NAME AND INCORPORATION

Section 1. Name. The name of this Organization shall be Nashville Launch Pad, Inc. (the "Organization" or the "Corporation").

Section 2. Incorporation. The Organization shall be a Tennessee corporation incorporated under the laws of that state. The Corporation shall not have members. The Corporation will be a not-for-profit corporation and it is intended that it will qualify as a tax exempt entity under the provisions of Section 501(c)(3) of the Internal Revenue Code and the laws of the State of Tennessee.

ARTICLE II
PRINCIPAL OFFICE

Section 1. Principal Office. The Board shall determine the address of the principal office of the Corporation from time to time.

ARTICLE III
PURPOSE

Section 1. Purpose. The purpose of the Corporation is to create a network of temporary safer sleeping shelters for homeless adults, which are open and affirming to young adults' gender and sexual orientation.

Section 2. Other Activities. The Corporation may engage in any other lawful activity in furtherance of the above-stated purposes as may, from time to time, be determined appropriate by the Board.

Section 3. Prohibited Activities. Notwithstanding any other provision of these By-laws, no Director, officer, employee, or representative of this Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an Organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and its Regulations as they now exist or as they may hereafter be amended, or by an Organization described in Sections 170(c)(2), 2055(a) and 2522(a) of such Code and Regulations as they now exist or as they may hereafter be amended.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Powers and Duties. The Board of Directors (the "Board," with each duly elected Board member being a "Director") shall have the responsibility of establishing policy for and providing oversight of the operations of the Organization, including strategic direction, fiscal management and major personnel decisions. Responsibilities of members of the Board include active participation on the Board and at least one committee, additional contribution of time and

experience to the Organization and advocacy within the community. In addition to the powers and authority expressly conferred upon them by these Bylaws, the Board may exercise all the powers of the Corporation and do all lawful acts and things as are required to be exercised or done.

Section 2. Number of Directors. The Board shall consist of no fewer than 7 and no more than 15 Directors. The Board shall establish the specific number of Directors annually by resolution.

Section 3. Term. The Directors shall be divided into three classes as equal in number as possible and their initial terms shall be adjusted to create staggered terms of the classes. Thereafter, each class shall serve for a period of two years. At each annual meeting of Directors, each Director elected to succeed a Director whose term expires shall be elected for a period of two years. Each Director shall hold office for the term for which the person was elected and until his successor has been elected. Directors shall be eligible for reelection for two additional terms of two (2) years. At the end of a third term as a Director, a person shall not be eligible for reelection for a period of at least one (1) year. Any person elected to fill an unscheduled vacancy shall be elected for the remaining portion of the scheduled term of that vacancy. Should that period of time be less than 1.5 years, such partial term will not constitute a term of office for purposes of reelection to the Board. Notwithstanding any other limitation on terms of directors, the president of the Board may serve one (1) additional year on the Board if completion of the term as president coincides with the individual's last year in a third consecutive term as a Director.

Section 4. Election. Application for Board membership may be received by any Director. After review and discussion of the application by a quorum of Directors, persons nominated to serve as a Director shall be elected by a majority vote of the incumbent Directors.

Section 5. Ex Officio Members. Upon election by the Board, various community organizations may be represented by one ex officio, non-voting member, such members being appointed by the Chair or Executive Director. Ex-officio members shall serve for a term of one year. All ex-officio members, shall sit with the Board in all of its deliberations except when in executive session.

Section 6. Resignation of a Director. A Director may resign by tendering notice in writing, to the President or the Executive Director.

Section 7. (a) Removal of a Director. Any Director may be removed from office with or without cause by a majority of the incumbent Directors.

Section 7. (b) Code of Conduct. The Board shall adopt a Code of Conduct annually outlining Board etiquette and expected behaviors of the Directors. Each Director shall sign the Code of Conduct or be subject to removal per subsection 7 (a) of this article. In the event that a Director is found to be in violation of the Code of Conduct, the Executive Committee shall meet to decide how to take action as to that Director. Once the Executive Committee decides on an action as to any violation of the Code of Conduct, the Executive Committee will present their recommendation to the Board for a final vote.

Section 8. Quorum. A quorum to transact business at any special or voting regular meeting of the Board shall be the presence of a simple majority of Directors then in office. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the

Board, except as may be otherwise specifically provided by statute, by the Charter of the Corporation, or by these By-laws.

Section 9. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting by consent in writing, setting forth the action taken. If all Directors consent to taking such action without a meeting, the affirmative vote of a majority of the Directors then in office, evidenced by their signatures or electronic signatures on such written consent, shall have the same force and effect as a majority vote at a meeting of the Board.

Section 10. Regular Meetings. The Board shall hold its Annual Meeting no earlier than April 1 and no later than June 30 in each calendar year. Other than the Annual Meeting, regular meetings of the Board shall be held at such times as are fixed from time to time by the Board. Notice of the time and place for such meetings shall be given in accordance with Article IV, Section 12 of these By-laws.

Section 11. Special Meetings. Special meetings may be held at any time upon request of the Chair, Chair-Elect, or any three Directors.

Section 12. Notice of Meetings. Notice of the time and place of regular and special meetings shall be given to each Director at the place so indicated for such notice according to the records of the Corporation prior to such meeting at least two (2) days before the meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except when a director attends for the sole, express purpose of objecting to the transaction of business thereat, on the ground that the meeting is not lawfully called or convened, and so states in writing prior to the conduct of any business at the meeting.

Section 13. Compensation. Directors, and members of any committee of the Board, shall not be entitled to any compensation for their services as Directors or members of any such committee. Directors and committee members will not be reimbursed for any expenses incurred in connection with their services as Directors or members of a committee unless, in special circumstances, such reimbursement is approved by a vote of the Board.

Section 14. Records. The Board shall keep a record of all their proceedings, and these records and the principal books of the Corporation shall be kept at the principal office of the Corporation, with the necessary books and records being kept at such place or places as the Board of Directors may from time to time determine. All of these books and records shall be subject to the inspection of any Director at any reasonable time of the day.

ARTICLE V COMMITTEES

Section 1. Executive Committee. The Executive Committee of the Board ("Executive Committee") shall consist of the Officers of the Corporation, the immediate past chair, the Chairpersons of any then-existing committees which shall have been designated from time to time by the Board of Directors, and such other directors the Chair deems necessary. The Executive Committee shall have the power and responsibility to take any necessary action on behalf of the Corporation between meetings of the Board of Directors and majority vote of the members shall control. The Executive Committee will meet at such time and place as determined by the Chair or Chair-Elect. A majority of the members of the Executive Committee

shall constitute a quorum for the purpose of transacting business. Meetings of the Executive Committee may be held by conference telephone call as long as a quorum is participating simultaneously. Any action required or permitted to be taken at a meeting of the Executive Committee may be taken without a meeting by consent in writing, setting forth the action so taken. If all Executive Committee members consent to taking such action without a meeting, the affirmative vote of a majority of the Executive Committee, evidenced by their signatures on such written consent shall have the same force and effect as a majority vote at a meeting of the Executive Committee. Any action taken by the Executive Committee shall be reported to the Board at its next meeting.

Section 2. Other Committees. The Board may create such other committees as it may determine to be helpful in discharging its responsibilities. Each committee shall consist of such persons, whether Directors or others, as may be approved by the Board, and each committee shall perform such functions as may be lawfully assigned to it by the Board. No action by committees other than the Executive Committee shall be effective unless ratified or adopted by the Board in accordance with these By-laws.

ARTICLE VI OFFICERS

Section 1. Elected Officers. The officers of the Corporation shall be a Chair, Vice-Chair, Secretary, and Treasurer and may include such other officers as may be deemed necessary by the Board. The officers shall be elected at the Annual Meeting of the Board. No person may serve as an officer unless that person is a Directors. The officers of the Corporation shall exercise such powers and perform such duties as are specified in these By-laws or are from time to time conferred by the Board.

Section 2. Term of Office. Each officer shall serve at the pleasure of the Board. The term of office shall be for a period of one year, or until a successor shall have been elected, or until his or her death, resignation or removal.

Section 3. Removal. Any officer may be removed from office with or without cause by a majority of incumbent Directors.

Section 4. Vacancies and Absences. Any vacancy in an office may be filled for the unexpired portion of the term by the Board. In the case of an absence of any officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, any of the powers and duties of such officer to any other officer or to any Director, provided a majority of the then current members of the Board concurs therein.

Section 5. Duties of Officers.

(a) Chair. The Chair shall serve as chairman/chairwoman of the Board of Directors and the Executive Committee and preside at meetings of those bodies. The Chair shall be an ex-officio member of all standing committees of the Board. The Chair shall have general supervision over the active management of the affairs of the Corporation, and shall see that all orders and resolutions of the Board are carried into effect. The Chair shall work closely with the Executive Director in matters of policy, program and administration and shall perform such other duties as the Board may from time to time prescribe.

(b) Vice Chair. The Vice Chair shall assist the Chair in the duties so assigned, perform the duties and possess and exercise the powers of the Chair in the event of the Chair's absence or disability, and perform such other duties as the Board may from time to time prescribe.

(c) Treasurer. The Treasurer shall have custody of the Corporation's funds and securities, shall keep or cause to be kept full and accurate account of financial transactions in books belonging to the Corporation, and shall deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board. The Treasurer shall disburse or cause to be disbursed the funds of the Corporation as required in the ordinary course of business or as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Chair and directors at the regular meetings of the Board, or whenever they may require it, an account of all financial transactions and the financial condition of the Corporation. The Corporation shall procure a bond or bonds covering the Treasurer and others as appropriate in amounts satisfactory to the Board.

(d) Secretary. The Secretary shall attend all meetings of the Board and Executive Committee and record, or cause to be recorded, all votes, attendance at the meetings and the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Board and shall keep a record of all members of the Board and the address to be used for each member for purposes of giving notice of meetings. The Secretary shall perform such other duties as may be prescribed from time to time by the Board.

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification of Directors and Officers. The Corporation shall indemnify each present and future Director and officer of the Corporation, and their heirs, executors and administrators, to the full extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted, for any matters related to or arising out of such person's service to the Corporation.

ARTICLE VIII CORPORATE ACTIONS

Section 1. Contracts. Unless otherwise required by these By-laws or the Board, the Chair or Executive Director shall execute contracts or other instruments on behalf of and in the name of the Corporation. The Board may from time to time authorize any other officer or officers or agent or agents to enter into any contract or execute any instrument in the name of and on behalf of the Corporation as it may deem appropriate, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by the Board. Such authority may be general or confined to specific instances.

ARTICLE IX IRC 501(c)(3) TAX EXEMPTION PROVISIONS

Section 1. Limitations On Activities. No substantial part of the activities of this Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provisions of these By-laws, this Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Section 2. Prohibition Against Private Inurement. No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, its Directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

Section 3. Distribution Of Assets. Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed for one or more exempt purposes within the meaning of Section 510(c)(3) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state.

ARTICLE X CONFLICTS OF INTEREST

Section 1. Material Conflicts. Directors shall not knowingly engage in any activities or transactions in material conflict with their duties and obligations to the Corporation while serving in such capacity.

Section 2. Special Advantage. Directors shall not conduct private business in a manner that places them at a special advantage because of their association with the Corporation..

Section 3. Disclosure. Any duality of interest or possible conflict of interest on the part of any Director should be disclosed by the affected Director or any other Director to the remainder of the Board and made a matter of record, either through an annual procedure or when the interest becomes a matter of Board action.

Section 4. Voting and Participation. Any Director having a duality of interest or possible conflict of interest on any matter should not vote or use personal influence on the matter, and should not be counted in determining the quorum for the meeting, even when permitted by law. The minutes of the meeting should reflect that a disclosure was made, the abstention from voting, and the quorum situation.

ARTICLE XI
FISCAL YEAR

Section 1. Fiscal Year and Leadership Year. The fiscal year and leadership year of the Corporation shall be determined by the Board and in the absence of such determination shall be July 1 through June 30. Officer elections to take place annually by June 30.

ARTICLE XII
DEPOSITORIES

Section 1. Depositories. The Board shall have the power to select depositories for the funds of the Corporation and power to direct the method and manner of signing checks, notes, and other instruments binding on the Corporation.

ARTICLE XIII
AMENDMENTS

Section 1. Amendments to Bylaws. Except as otherwise required by law, these Bylaws may be amended by a majority vote at any meeting of the Board, if notice of the proposed alteration or amendment is contained in the notice of the meeting.

Adopted by Board of Directors, August 18, 2016

Amended by Board of Directors, March 27, 2024