

Grants Tracking Form

Part One										
Pre-Application		Application		Award Acceptance			Contract Amendment			
Department	Dept. No.	Contact			Phone	Fax				
OFFICE OF FAMILY SAFETY	51	Diane Lance			862-6013					
Grant Name:	Direct Appropriations Contract									
Grantor:	OTHER - Enter Description to the Right --->				Other:	Metro Governmnt - Office of Family Safety				
Grant Period From:	07/01/21	(applications only) Anticipated Application Date:								
Grant Period To:	06/30/22	(applications only) Application Deadline:								
Funding Type:	OTHER	Multi-Department Grant			<input type="checkbox"/> If yes, list below.					
Pass-Thru:	METRO GOVERNMENT	Outside Consultant Project:			<input type="checkbox"/>					
Award Type:	OTHER	Total Award:			\$100,000.00					
Status:	NEW	Metro Cash Match:			\$0.00					
Metro Category:	Select Category --->	Metro In-Kind Match:			\$0.00					
CFDA #	16.590	Is Council approval required?			<input checked="" type="checkbox"/>					
Project Description:				Applic. Submitted Electronically?			<input checked="" type="checkbox"/>			
The goal of this projet is to better meet the crisis needs of victims of domestic violence, sexual assault, human trafficking, child abuse and elder abuse that are not otherwise provided by Metro Nashville Government and are not sufficiently provided for by other community agencies.										
Plan for continuation of service after expiration of grant/Budgetary Impact:										
OFS will continue to request Metro funding and apply for grants to sustain critical services and programming for the Family Safety Centers and their partners.										
How is Match Determined?										
Fixed Amount of \$	n/a	or	0.0%	% of Grant	Other:					
Explanation for "Other" means of determining match:										
n/a										
For this Metro FY, how much of the required local Metro cash match:										
Is already in department budget?				\$0.00	Fund	Business Unit				
Is not budgeted?					Proposed Source of Match:					
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)										
Other:										
Number of FTEs the grant will fund:					Actual number of positions added:					
Departmental Indirect Cost Rate				5.00%	Indirect Cost of Grant to Metro:					
*Indirect Costs allowed?				<input checked="" type="radio"/> Yes <input type="radio"/> No	% Allow.	0.00%	Ind. Cost Requested from Grantor:		\$0.00	in budget
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)										
Draw down allowable? <input type="checkbox"/>										
Metro or Community-based Partners:				Sexual Assault Center						

Part Two										
Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY22	\$100,000.00					\$0.00		\$0.00	\$0.00
Yr 2	FY23						\$0.00		\$0.00	\$0.00
Yr 3	FY24						\$0.00		\$0.00	\$0.00
Yr 4										
Yr 5										
Total		\$100,000.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Date Awarded:					Tot. Awarded:	\$100,000.00	Contract#:			
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: vaughn.wilson@nashville.gov

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____ February 7, 2022

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND THE SEXUAL ASSAULT CENTER**

This Grant Contract issued and entered into pursuant to Substitute BL 2021-736 by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Sexual Assault Center, ("Recipient"), is for the provision of free legal assistance to residents in Davidson County who are domestic violence victims, 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:

1. **Provide 100 medical legal exams to Davidson County resident victim/survivors of sexual assault in our SAFE Clinic.**
2. **Provide 500 therapy sessions to Davidson County resident victim/survivors of sexual assault.**

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 be twelve (12) months, commencing upon contract **July 1, 2021, and ending on June 30, 2022.** Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed one hundred thousand dollars (\$100,000). 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____ February 7, 2022

- 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.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.

Recipient must send all invoices to Mena Youssef @ menayoussef@jnsnashville.gov

Final invoices for the contract period should be received by Mena Youssef by July 15, 2022. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro's Office of Family Safety (Mena Youssef @menayoussef@jnsnashville.gov) 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____ February 7, 2022

- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.3.2. **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 the effective termination date.
- D.3.2.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.
- D.3.2.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.3.3. **Termination –Funding.** The 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 the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the 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.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____ February 7, 2022

independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit quarterly metric/outcome reports by no later than the following dates: March 31, 2022, and a Final Program Report, to be received by the Office of Family Safety within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the Recipient's progress on each of the core metrics identified in the grant solicitation and any program specific and/or outcome measure identified in the Recipient's Grant Spending Plan as funded under this Grant Contract.
Additional metrics may be requested over the course of this cycle. Program Reports must should be submitted to LaToya Townsend at latoyatownsend@jnsnashville.gov
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.11.1 General Liability Insurance

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

D.11.2 Automobile Liability Insurance

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

D.11.3 Sexual Molestation and Abuse Insurance

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

D.11.6 Such insurance shall:

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

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____ February 7, 2022

D.11.7

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

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

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

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

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

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

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

D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. **Indemnification and Hold Harmless.**

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____ February 7, 2022

(c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Recipient's duties under this section will survive the termination or expiration of the grant.

- D.15. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.17. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.18. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.20. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

- D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____ February 7, 2022

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

Metro

For contract-related matters:

LaToya Townsend
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5159 phone

latoyatownsend@jnsnashville.gov

For enquiries regarding invoices:

Mena Youssef
Metro Office of Family Safety
610 Murfreesboro Pike
Nashville, TN 37210
(615) 862-5072

MenaYoussef@jnsnashville.gov

Recipient

Ms. Rachel Freeman, President
Sexual Assault Center
101 French Landing Dr.
Nashville, TN 37228
(931) 241-4143

- D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____ February 7, 2022

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

- D.25. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-1-1 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. 26 **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Sexual Assault Center# _____**

RECIPIENT: The Sexual Assault Center

By: Rachel Freeman

Title: President & CEO

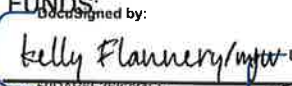
Grant contract between the Metropolitan Government of Nashville and Davidson County and the Sexual Assault Center, Contract # _____ February 7, 2022



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




Department

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

DocuSigned by:
 DS

Director of Finance  

**APPROVED AS TO RISK AND
INSURANCE:**

DocuSigned by:


Director of Insurance

**APPROVED AS TO FORM AND
LEGALITY**

DocuSigned by:
 DS

Metropolitan Attorney 

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY
GRANT SPENDING PLAN**

RECIPIENT NAME:	The Sexual Assault Center
------------------------	---------------------------

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE				
CONTRACT GRANT PERIOD: 7/1/21-6/30/22				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$40,000.00		\$40,000.00
	Benefits and Taxes [(PERCENT)]			\$0.00
	Professional Fees	\$45,000.00		\$45,000.00
	Supplies	\$10,040.00		\$10,040.00
	Communications			\$0.00
	Postage and Shipping			\$0.00
	Occupancy	\$4,000.00		\$4,000.00
	Equipment Rental and Maintenance			\$0.00
	Printing and Publications			\$0.00
	Travel/ Conferences and Meetings			\$0.00
	Insurance			\$0.00
	Specific Assistance to Individuals			\$0.00
	Other Non-Personnel - Information Technology	\$960.00		\$960.00
	GRAND TOTAL	\$100,000.00	\$0.00	\$100,000.00

51 Office of Family Safety – At a Glance

Budget Changes and Impact Highlights

Recommendation			Impact
Victim Advocates			
Senior Advocates	GSD	\$320,700 4.00 FTEs	Funding for 4 Senior Advocates that was previously federally grant-funded.
Advocates	GSD	\$68,600 1.00 FTE	Funding for 1 Advocate that was previously funded under State VOCA grant.
CPF and Direct Appropriations			
Reinstatement of funds	GSD	\$744,000	Reinstates the non-profit funding that was replaced with CARES Act funds in FY21 through CPF and Direct Appropriations
General Services District Total		\$1,133,300 5.00 FTEs	
TOTAL		\$1,133,300 5.00 FTEs	

GSD - General Services District

Substitute BILL NO. BL2021 - 736

A bill to be entitled: The Budget Ordinance of the Metropolitan Government of Nashville and Davidson County, Tennessee for Fiscal Year 2022

WHEREAS, Article 6 of the Metropolitan Charter provides for the preparation of the Annual Operating Budget of the Metropolitan Government and for its submission to the Council by the Mayor not later than May 1 of each year.

BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

ARTICLE I

The amounts hereafter set out in Section I and Section II shall constitute the estimated revenues and applicable prorating provisions for property taxes, and the Operating Budget for The Metropolitan Government of Nashville and Davidson County, and the said sums specified herein are hereby appropriated for the purpose of meeting the expenses for the General Services District (GSD) and the Urban Services District (USD), respectively, for the various departments, institutions, offices, and agencies of the Metropolitan Government, and for meeting the payments of principal and interest on the Metropolitan Government debt maturing during the fiscal year beginning July 1, 2021 and ending June 30, 2022 (hereinafter referred to as Fiscal Year 2022 and FY2022).

The informational summary sheets immediately following are summaries of the detailed estimated revenue sources and budget appropriations by funds for purposes and in amounts numerically itemized by departmental accounts in subsequent schedules of Section I and Section II.

In order to facilitate proper grant accounting, the Director of Finance is hereby authorized to transfer grant-related appropriations and estimated revenues from the general funds to existing or new grant-related special revenue funds at his discretion.

For the purpose of maintaining authorized position counts in Metro's enterprise business system, the Director of Finance is hereby authorized to adjust budgeted positions and full-time equivalents of the various departments and agencies of the Metropolitan Government so as not to exceed authorized budget allocations established in this ordinance.

The Director of Finance is hereby authorized to transfer funds as necessary to implement the Guaranteed Pension Plan program previously approved by the Metropolitan Council.

Pursuant to RS2021-794, the Director of Finance is hereby authorized to transfer funds and positions as necessary to implement the Memorandum of Understanding between the Department of Water and Sewerage Services and the Department of Public Works.

The Director of Finance is hereby authorized to carry forward and allocate in FY 2022 any unencumbered and unexpended funds at June 30, 2021 for General Government Administration, Employee Benefits and Contingency, Economic Development, and Community Support.

The Director of Finance is hereby authorized to carry forward and allocate in FY 2022 any unencumbered and unexpended funds at June 30, 2021 for appropriations made from benefit trust fund accounts.

The Director of Finance is hereby authorized to adjust the interest earnings of each account in the Metro Investment Pool to recover a pro-rata share of the costs of the Treasurer's investment and cash management programs.

For the purpose of providing funds in anticipation of various grant and other revenues, the Director of Finance is hereby authorized to enter into interfund loans between funds of the Metropolitan Government and between the Metropolitan Government and related but separate legal entities that are included in the Metropolitan Government's reporting entity, as may be permitted under the laws of the State of Tennessee.

The Department of Finance is directed to perform a feasibility study regarding the provision of an early property tax payment discount in accordance with Tenn. Code Ann. § 67-5-1804. Such study should include discussions with other Tennessee cities and counties that have implemented the early property tax payment discount, and may include discussions with local governments in other states. The purpose of the study is to determine whether the benefit of accelerating the Metropolitan Government's cash flows due to earlier property tax collections would outweigh the potential lost tax revenue resulting from the discount. Such report shall be delivered to the Metropolitan Council Office by December 31, 2021, or as soon as practicable thereafter.

Nashville General Hospital (NGH) serves as a safety net facility for the provision of acute medical care services to residents of Davidson County, Tennessee. NGH requires additional resources to provide health care services to the indigent, uninsured and Medicaid/TennCare patients in Davidson County; otherwise such services would be unavailable. An appropriation of \$49,560,000 is to be provided to the Hospital Authority, all of which is provided as part of this Fiscal Year 2022 operating budget with the following appropriation established for safety net expansion purposes: \$6,500,000. This safety net expansion appropriation shall be in the form of an intergovernmental transfer to the State of Tennessee as a match to secure federal funding. Such federal funding requires the approval of the Centers for Medicare and Medicaid Services (CMS). If CMS fails to approve the \$6,500,000 as a federal funding match, then the \$6,500,000 appropriation will be paid directly to the Hospital Authority. The Mayor is authorized to execute any and all documents necessary to complete the above-referenced transaction with the Federal and State governments.

As an express condition of the receipt of the Hospital Authority appropriation set forth herein, within 15 days of the end of each month, the Hospital Authority shall provide electronic copies of the following:

- (a) the most recent month end budget to actual income statement;
- (b) the most recent cash flow statement showing each actual month beginning July 1, 2021 and showing each projected month through June 30, 2022;
- (c) the most recent month's balance sheet;
- (d) the most recent bank statements or other documentation from all Hospital Authority banks showing detailed deposit and withdrawal transactions;
- (e) aging reports with explanations for any amounts in dispute for accounts receivable, accounts payable and any recorded or unrecorded liabilities not included in accounts payable, including a comprehensive summary of each unpaid amount billed by Meharry Medical College;
- (f) the previous month's copies of the balance sheet;
- (g) the monthly actual and projected cash flow;
- (h) patient outcome documentation;
- (i) co-pays and deductibles collected at time of service upon intake; and
- (j) Nashville General Hospital department audits.

These records shall be submitted to the following:

- a. the Metropolitan Director of Finance;
- b. the Vice Mayor of the Metropolitan Council; and
- c. each member of the Metropolitan Council.

In the event adjustments are needed for internal service fund budgets by the Metro Council, the Director of Finance is authorized to adjust the affected operating budgets of internal service funds, special revenue funds, enterprise funds, and departmental operating budget accounts. The Director of Finance is authorized to adjust internal service fund budgets for purposes of incorporating pay plan adjustments as authorized by the Metro Council.

Within 15 days of the end of each month, the Metropolitan Nashville Public Schools (MNPS) shall provide the following for the MNPS General Fund and special revenue funds and internal service funds managed by MNPS listed in Section 1, Schedule D of this ordinance:

- (a) the most recent month end budget to actual expense activity with monthly projections through June 30, 2022;
- (b) the most recent month end budget to actual revenue activity with monthly projections through June 30, 2022 for revenue accounts projected by MNPS;
- (c) the most recent cash flow statement showing each actual month beginning July 1, 2021 and showing each projected month through June 30, 2022;
- (d) any reported programmatic or funding changes in Basic Education Program;
- (e) any audit findings or legal determinations that could have a material impact on financial resources;
- (f) summary by grant of the amounts billed but not yet received;
- (g) summary by grant of the amounts expended but not yet billed to grantors; and
- (h) a report on the status of revenue allocations and expenditure status of any local, state, or federal funds made available to the MNPS for COVID-19 relief.

These records shall be submitted to the following:

- a. the Metropolitan Director of Finance;
- b. the Mayor's Office;
- c. the Vice Mayor of the Metropolitan Council; and
- d. each member of the Metropolitan Council.

For purposes of expediting tornado, COVID-19 pandemic, and flood recovery efforts during the fiscal year, the Director of Finance is hereby authorized to provide funding approval to proceed with tornado, COVID-19 pandemic and flood related projects where reimbursement for said projects is expected from Federal Emergency Management Agency (FEMA) via grant funding from the Tennessee Emergency Management Agency (TEMA) funds, insurance proceeds and/or other identified funding sources, conditioned on the following: (1) all such reimbursements from federal and/or state grants are submitted to the Metropolitan Council for ratification at the time the funds are awarded; and (2) the Director of Finance provides the Metropolitan Council with a monthly report detailing the expenditures and the amount of reimbursement funding received.

For purposes of expediting disaster recovery efforts during the fiscal year, the Director of Finance is hereby authorized to expend funds up to \$5,000,000, per event. The Director of Finance will notify the Metropolitan Council when such emergency expenditures have been triggered. At such a time that the Finance Director has sufficient information available to provide an estimated financial need and has identified funding sources, a resolution shall be filed with the Metropolitan Council to appropriate these funds. In situations where reimbursement of certain expenses is expected from Federal Emergency Management Agency (FEMA) via grant funding from the Tennessee Emergency Management Agency (TEMA) funds, insurance proceeds and/or other identified funding sources, such reimbursements from federal and/or state grants shall be submitted to the Metropolitan Council for approval at the time the funds are awarded.

The Director of Finance is hereby authorized to carry forward and allocate remaining funds at June 30, 2021 and funds received during FY 2022 from Hotel Occupancy Tax Funds (30047 Hotel Occupancy 2007 1% Secondary TDZ Fund) enacted pursuant to Ordinance BL2010-727, as amended by BL2017-589, for the purpose of reimbursing expenses related to flood mitigation and the repair and renovation of the Grand Ole Opry House due to damages directly caused by the May 2010 flood.

The Director of Finance is hereby authorized to increase the allocation for the tourist promotion budget from Hotel Motel Occupancy Tax Funds (30044 Hotel Tourist Promotion) for the purpose of recognizing any revenue received in excess of budgeted revenues to support the direct promotion of tourism in accordance with TCA Title 7, Chapter 4.

For the purpose of obtaining adequate funds for its continued operation while awaiting the receipt of funds from federal grants, MTA is hereby authorized to borrow funds in a principal amount not to exceed \$20 million dollars at a rate of interest and such other terms to be determined at the discretion of MTA in accordance with its policies and procedures, (the evidence of such borrowing referred to as the "Note"). The Note shall mature not later than June 30, 2022. The principal of and interest on the amount of the Note may be secured by the pledge of the MTA's business assets, including accounts, accounts receivable, contract rights, inventory, furniture, fixtures, equipment, general intangibles, and personal property of all and every kind, wherever located and whether now existing or hereinafter acquired. MTA may take such other steps as are necessary to effectuate the Note and the purposes of this Resolution. The debt secured by the Note shall not pledge the credit of the Metropolitan Government of Nashville and Davidson County and shall be "without recourse" such that the Metropolitan Government of Nashville and Davidson County is not obligated with respect to the debt or the Note.

Section I: General Services District **Fiscal Year**
Schedule B: General Fund Appropriations **2022**

Dept Number	Description	Department or Function Total
	01101667 Election Day & Early Voting	\$952,000
	01101676 Internal Services	5,166,400
02	Metropolitan Council	<u>3,004,400</u>
		2,726,600
03	Metropolitan Clerk	1,106,500
04	Mayor's Office	4,894,800
05	Election Commission	3,286,600
06	Department of Law	7,111,800
07	Planning Commission	6,633,700
	* Of the \$6,633,700 appropriated to the Planning Commission, the Nashville Civic Design Center shall receive a grant of \$125,000 from these appropriations.	
08	Human Resources	<u>6,316,500</u>
		6,266,500
09	Register of Deeds	253,700
10	General Services	25,847,200
11	Historical Commission	1,277,400
49	Office of Emergency Management	1,400,000
91	Emergency Communications Center	16,780,100

TOTAL GENERAL GOVERNMENT FUNCTION

\$283,182,500
~~\$286,635,700~~

FISCAL ADMINISTRATION:

15	Finance	\$11,471,500
16	Assessor of Property	8,814,000
17	Trustee	2,776,600
18	County Clerk	<u>5,390,800</u>
		5,262,100
48	Internal Audit	1,571,100

TOTAL FISCAL ADMINISTRATION FUNCTION

\$30,024,000
~~\$29,895,300~~

ADMINISTRATION OF JUSTICE:

	01101344 Contingency for Criminal Fines and Fees Reduction*	\$662,500
	* Contingency for revenue shortfall of up to \$662,500 due to elimination of budgeted criminal fines and fees in FY 2022. Elimination of fines and fees is pending legal analysis and filing of applicable legislation.	
19	District Attorney	9,487,100
21	Public Defender	10,384,000
22	Juvenile Court Clerk	2,041,600
23	Circuit Court Clerk	3,416,300
24	Criminal Court Clerk	6,633,800
25	Clerk and Master - Chancery	1,682,500
26	Juvenile Court	14,431,600
27	General Sessions Court	12,821,800
28	State Trial Courts*	9,428,200
	* Any reimbursements from the State of Tennessee for expenses incurred by the State Trial Courts will be remitted to the General Fund.	
29	Justice Integration Services	3,044,500
47	Criminal Justice Planning	560,200
51	Metro Family Safety	2,964,200

TOTAL ADMINISTRATION OF JUSTICE FUNCTION

\$77,558,300

LAW ENFORCEMENT AND CARE OF PRISONERS:

30	Sheriff's Office	\$88,586,700
31	Police Department	225,706,800
52	Community Oversight Board	1,513,000

TOTAL LAW ENFORCEMENT AND CARE OF PRISONERS FUNCTION

\$315,806,500

FIRE PREVENTION AND CONTROL:

32	Fire Department and EMS Services	<u>\$66,805,700</u>
		\$65,655,900

TOTAL FIRE PREVENTION AND CONTROL FUNCTION

\$66,805,700
~~\$65,655,900~~

SECTION IV - Final

BE IT FURTHER ENACTED: That this ordinance shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

INTRODUCED BY:

Kevin Crumbo

Director of Finance

Tom Eddleman

Budget Officer

APPROVED AS TO FORM AND LEGALITY:

RE Campbell

Metropolitan Attorney

Members of the Metropolitan Council