

## GRANT SUMMARY SHEET

**Grant Name:** Emergency Rental Assistance Program 21-22 THDA Part 1

**Department:** METRO ACTION

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

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

**Total Award this Action:** \$24,764,550.18

**Cash Match** \$0.00

**Department Contact:** Cynthia Croom, Executive Director  
862-8860

**Status:** NEW

**Program Description:**

Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance. Established under the Consolidated Appropriations Act, 2021, this program allocates funding across the country to assist eligible households who are unable to pay rent and utilities due to the COVID-19 pandemic. Eligible renters are able to receive assistance with rent and utilities, unpaid rent and utilities, and other housing expenses that were incurred due to the COVID-19 pandemic. No matching requirement. The assistance listing number (CFDA number) for the ERA program is 21.023 and will be subject to Single Audit Requirements. The State of Tennessee received of which \$25,530,464.10 was Davidson County's Share = Of that amount the State THDA retained 3% in the amount of \$765,913.92 to perform Quality Control oversight of production and reporting by the Grantee. Leaving the Fed-State Pass thru Amt to Davidson County at the \$24,764,550.18 amount.

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

This grant is a one-time grant to aid people due to the COVID-19 Pandemic. 90% of the original \$25,530,464.10 or \$22,977,417.69 must be used to provide eligible tenants with financial assistance for rent, rent arrears, utilities and home energy costs, utilities and home energy costs arrears; and other expenses related to housing incurred directly or

### Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>													
Department	Dept. No.	Contact				Phone	Fax												
METRO ACTION	075	Cynthia Croom, Executive Director				862-8860	880-2388												
Grant Name:		Emergency Rental Assistance Program 21-22 THDA Part 1																	
Grantor:		U.S. DEPARTMENT OF TREASURY		Other:															
Grant Period From:		09/01/21		(applications only) Anticipated Application Date:															
Grant Period To:		08/31/22		(applications only) Application Deadline:															
Funding Type:	FED PASS THRU	Multi-Department Grant		<input type="checkbox"/> If yes, list below.															
Pass-Thru:	TENNESSEE HOUSING DEVELOPMENT /	Outside Consultant Project:		<input type="checkbox"/>															
Award Type:	FORMULA	Total Award:		\$24,764,550.18															
Status:	NEW	Metro Cash Match:		\$0.00															
Metro Category:	Est. Prior:	Metro In-Kind Match:																	
CFDA #	21.023	Is Council approval required?		<input checked="" type="checkbox"/>															
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>																	
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<p><b>How is Match Determined?</b></p> <p>Fixed Amount of \$ <input type="text"/> or 0.0% % of Grant <input type="checkbox"/> Other: <input type="checkbox"/></p> <p>Explanation for "Other" means of determining match: <input type="text"/></p>																			
<p><b>For this Metro FY, how much of the required local Metro cash match:</b></p> <p>Is already in department budget? \$0.00 Fund <input type="text"/> Business Unit <input type="text"/></p> <p>Is not budgeted? <input type="checkbox"/> Proposed Source of Match: <input type="text"/></p> <p>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</p> <p>Other: <input type="text"/></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Number of FTEs the grant will fund:</td> <td>20.00</td> <td>Actual number of positions added:</td> <td><input type="text"/></td> </tr> <tr> <td>Departmental Indirect Cost Rate</td> <td>13.81%</td> <td>Indirect Cost of Grant to Metro:</td> <td>\$3,419,984.38</td> </tr> <tr> <td>*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No</td> <td>% Allow. 7.00%</td> <td>Ind. Cost Requested from Grantor:</td> <td>\$1,787,132.49 in budget</td> </tr> </table> <p>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</p> <p>Draw down allowable? <input checked="" type="checkbox"/></p> <p>Metro or Community-based Partners: <input type="text"/></p>								Number of FTEs the grant will fund:	20.00	Actual number of positions added:	<input type="text"/>	Departmental Indirect Cost Rate	13.81%	Indirect Cost of Grant to Metro:	\$3,419,984.38	*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No	% Allow. 7.00%	Ind. Cost Requested from Grantor:	\$1,787,132.49 in budget
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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		\$24,764,550.18					\$24,764,550.18	\$3,419,984.38	\$1,787,132.49
Yr 2										
Yr 3										
Yr 4										
Yr 5										
<b>Total</b>		\$0.00	\$24,764,550.18	\$0.00	\$0.00		\$0.00	\$24,764,550.18	\$3,419,984.38	\$1,787,132.49
Date Awarded:		09/01/21		Tot. Awarded:		\$24,764,550.18	Contract#:		# ERA1-003	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

trinity.weathersby@nashville.gov  
 Contact: vaughn.wilson@nashville.gov

vw

**GRANT CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**Tennessee Housing Development Agency**  
**AND**  
**Metropolitan Action Commission**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Housing Development Agency ("THDA"), hereinafter referred to as the "State" or the "Grantor State Agency" and **Metropolitan Action Commission**, hereinafter referred to as the "Grantee," is for the provision of financial assistance and housing stability services to help eligible tenants avoid eviction under THDA's Emergency Rental Assistance – COVID-19 Rent Relief Set-Aside (the "THDA-ERA Program"), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # **0004**

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall use a minimum of 90% the funds awarded under this Grant Contract to provide eligible tenants with financial assistance for (i) rent; (ii) rental arrears; (iii) utilities and home energy costs; (iv) utilities and home energy costs arrears; and (v) other expenses related to housing incurred due, directly or indirectly, to the Coronavirus (COVID—19) outbreak, as established by section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the "Act") for the Emergency Rental Assistance program ("ERA").
- Up to 7% of the funds awarded under this Grant Contract may be used to provide housing stability services and the administrative costs incurred for the oversight and administration of the THDA-ERA Program. The Grantee shall only fund housing stability services and cover administrative costs that are deemed appropriate and eligible by the Act.
- A.3. The Grantee shall provide THDA with a copy of the Grantee's application, eligibility criteria, and program guidelines for the Grantee's rental assistance program for THDA to review and approve before THDA will disperse funds to the Grantee under this Grant Contract. The Grantee's program guidelines must define the costs deemed eligible under housing stability services.
- A.4. The Grantee is not eligible for any funds under THDA's THDA-ERA Program until the Grantee has obligated at least 65% of the 90% minimum of the original direct allocation that the Grantee received from Treasury that the Grantee is required to use for financial assistance to eligible tenants under the Act.
- A.5. The Grantee shall expend all funds provided under this Grant Contract before August 30, 2022. The Grantee shall return any funds not expended by said date, or any THDA approved extension thereof, to THDA. Further, if THDA determines, in its sole discretion, that the Grantee is not expending the funds provided under this Grant Contract within a reasonable time, THDA will recapture said funds not yet obligated by the Grantee to a household.
- A.6. If THDA becomes subject to a recapture of the funds allocated to it by Treasury, THDA may recapture funds it allocated to the Grantee that the Grantee has not yet obligated to a household.
- A.7. The Grantee shall not use any funds allocated under this Grant Contract to:
- a. Pay financial assistance directly to a tenant. All rent and utility assistance payments must be transmitted directly to a landlord or to a utility provider; or

- b. Assist any household that has already been assisted by the Grantee using ERA funds received by the Grantee directly from Treasury.
- A.8. The Grantee shall issue IRS Form 1099 to all landlords provided funds pursuant to this Grant Contract.
- A.9. For all funds provided by THDA to the Grantee under this Grant Contract, the Grantee shall: (i) maintain all funds provided by THDA in a bank account that is separate from the account the Grantee uses for the ERA funds that the Grantee received directly from Treasury or (ii) separately track the THDA funds by utilizing a unique identifier on the Grantee's general ledger.
- A.10. The Grantee shall provide data, documents, and reports in formats and on dates, as requested by THDA and/or in accordance with the Act, that outline the Grantee's use of funds, the households that received assistance, and other activity ensuing from the Grantee's use of the funds provided under this Grant Contract. The Grantee's failure to comply with such a request by THDA will result in a forfeiture of the remaining allocation to the Grantee not yet obligated to a household.
- A.11. If the Grantee defaults under the Act or this Grant Contract, THDA may recapture any funds provided under this Grant Contract, regardless of whether the funds have been obligated or expended to a household. The Grantee shall repay to THDA all amounts required for repayment to Treasury under the Act.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on **September 1, 2021** ("Effective Date") and extend until **August 31, 2022** ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term. The Term may be subsequently amended to a later date if Treasury extends the end date of the program.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Twenty Four Million Seven Hundred Sixty Four Thousand Five Hundred and Fifty Dollars and 18/100 cents (\$24,764,550.18)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

The Maximum Liability amount was determined based on research data that considered the following criteria:

- Population for each jurisdiction in 2019;
- Share of State Population in 2019;
- Proportionate Share of Total Funding necessary for ERA; and
- Amount of Treasury's ERA Award to Jurisdiction.

The Maximum Liability is the difference between the amount of the Proportionate Share of Total Funding and the Amount of Treasury's ERA Award to Jurisdiction.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be advanced funds under this Grant Contract to provide timely financial assistance to help tenants avoid eviction as detailed in Section A.2. The amount of advanced funds requested at any time may not exceed 20% of the Maximum Liability established in Section C.1. The Grantee must provide the monthly progress reports outlined under C.5. below to demonstrate that the advanced funds were appropriately utilized to fund eligible tenants and costs as required in Section A. The Grantee shall provide reports for the full amount of advanced funding before submitting an additional request for an advanced payment.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Progress Report Requirements. The Grantee shall provide THDA the following information at least monthly, with all necessary supporting documentation, and mail or email to:

Tennessee Housing Development Agency  
 Attn: COVID-19 Rent Relief Program  
 502 Deaderick Street, 3<sup>rd</sup> Floor  
 Nashville, TN 37243

Email Address: [COVIDRentRelief@thda.org](mailto:COVIDRentRelief@thda.org)

- a. Each report shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Date of Report.
- (2) Grantee Name.
- (3) Grant Contract Number (assigned by THDA).
- (4) Grantor: Tennessee Housing Development Agency.
- (5) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (6) Grantee Remittance Address.
- (7) Grantee Contact for Questions under this section (name, phone, or fax).
- (8) Itemization of Assistance Provided to Each Household — it must detail, at minimum, all of the following:
  - i. Application Reference Number for each assisted household.
  - ii. Date of application of household.
  - iii. Type of assistance provided.
  - iv. Amount of assistance provided.
  - v. Time period assistance covers (months/years).
  - vi. Household income level.
- (9) Number of Eligible Households for that report period.
- (10) Acceptance Rate of Applicants for Assistance for that report period.
- (11) Administrative Costs broken down by categories/line items

- b. **All reports must be submitted by or before August 1, 2022.**

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final Reckoning Report and a grant disbursement reconciliation report prior to the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.9. Payment to the Grantee. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.10. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.11. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.12. Prerequisite Documentation. The Grantee is not eligible for payment under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the TN Department of Finance & Administration. By doing so, the Grantee acknowledges and agrees that, once this form is received by the TN Department of Finance & Administration, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the TN Department of Finance & Administration the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Don Watt, Chief Program Officer  
Tennessee Housing Development Agency  
502 Deaderick Street, 3<sup>rd</sup> Floor, Nashville, TN 37243  
[DWatt@thda.org](mailto:DWatt@thda.org)  
Telephone: (615) 815-2032

The Grantee:

Cynthia Croom, Ed.D., Executive Director  
Metropolitan Action Commission  
800 2nd Avenue North, Nashville, TN 37201  
[Cynthia.croom@nashville.gov](mailto:Cynthia.croom@nashville.gov)  
Telephone: (615) 862-8860 ext. 70104

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

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

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



regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined

that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may,

upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

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

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

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

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.3. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would

cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

- E.4. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.6. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 et seq., as those sections are amended from time to time during the term. Violations must be reported to the Treasury and the Region 4 Office of the Environmental Protection Agency.
- E.7. No Obligation by Federal Government. The Federal Government is not a party to this Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.
- E.8. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to this Grant Contract.

- E.9. Equal Employment Opportunity. During the performance of this Grant Contract, the Grantee agrees as follows:
- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.
  - d. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant Contract or with any of such rules, regulations, or orders, this Grant Contract may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency,

the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**IN WITNESS WHEREOF,**

**METROPOLITAN ACTION COMMISSION:**

  
\_\_\_\_\_  
**CYNTHIA CROOM, EXECUTIVE DIRECTOR**

8/27/2021  
\_\_\_\_\_  
**DATE**

**TENNESSEE HOUSING DEVELOPMENT AGENCY:**

\_\_\_\_\_  
**CYNTHIA PERAZA, DIRECTOR OF COMMUNITY PROGRAMS**

\_\_\_\_\_  
**DATE**



**SIGNATURE PAGE FOR  
EMERGENCY RENTAL ASSISTANCE 1  
TENNESSEE DEVELOPMENT & HOUSING AGENCY (THDA)**

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

\_\_\_\_\_  
(See Previous Page)  
Cynthia Croom, Ed.D., Executive Director  
Metropolitan Action Commission

\_\_\_\_\_  
Date

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

*8/27/2021*  
\_\_\_\_\_  
Date

**APPROVED AS TO AVAILABILITY OF FUNDS:**

DocuSigned by:  
*Tom Eddleman*  
\_\_\_\_\_  
D83140AB2C9D46D...  
Divisional Director of Budgets

*9/1/2021*  
\_\_\_\_\_  
Date

**APPROVED AS TO RISK AND INSURANCE:**

DocuSigned by:  
*Balogun Cobb*  
\_\_\_\_\_  
B. C. Cobb, Director of Insurance

*9/1/2021*  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
*Neki Ede*  
\_\_\_\_\_  
Metropolitan Attorney

*9/1/2021*  
\_\_\_\_\_  
Date

**FILED:**

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

\_\_\_\_\_  
Date

## ATTACHMENT A

GRANT BUDGET			
THDA EMERGENCY RENTAL ASSISTANCE SET-ASIDE			
Metropolitan Action Commission			
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable			
Period:            BEGIN: <b>September 1, 2021</b> END: <b>August 31, 2022</b>			
LOCALITIES	PROGRAM BUDGET	ADMINISTRATION & HOUSING STABILITY SERVICES BUDGET	TOTAL AWARD
Eligible Expenses	\$22,977,417.69	\$1,787,132.49	\$24,764,550.18
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
<b>GRAND TOTAL</b>	<b>\$22,977,417.69</b>	<b>\$1,787,132.49</b>	<b>\$24,764,550.18</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT B**

**Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Metropolitan Action Commission** a parent?     Yes     No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Metropolitan Action Commission** a child? Yes     No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_

## ATTACHMENT C

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Metropolitan Action Commission
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	ERA0353
Federal award date	01/14/2021
CFDA number and name	
Grant contract's begin date	September 1, 2021
Grant contract's end date	August 31, 2022
Amount of federal funds obligated by this grant contract	\$24,764,550.18
Total amount of federal funds obligated to the subrecipient	\$24,764,550.18
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$383,440,280.40
Name of federal awarding agency	U. S. Department of the Treasury
Name and contact information for the federal awarding official	U. S. Department of the Treasury ERA Team EmergencyRentalAssistance@treasury.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

JOHN COOPER  
METROPOLITAN MAYOR



## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Cynthia L. Croom, Ed.D.  
Executive Director

**METROPOLITAN ACTION COMMISSION**  
800 2<sup>nd</sup> Avenue North, Nashville, Tennessee 37201  
P.O. Box 196300, Nashville, TN 37219-6300  
Phone (615) 862-8860 / Fax (615) 862-8881  
[www.nashville.gov/mac](http://www.nashville.gov/mac)

August 27, 2021

Vice Mayor Jim Shulman  
and Members of Metropolitan Council  
Metropolitan Council  
One Public Square, Suite 204  
P. O. Box 196300  
Nashville, TN. 37219-6300

Dear Vice Mayor Shulman and Members of Metropolitan Council:

I am writing to respectfully request a late file motion on behalf of the Metropolitan Action Commission to assist residents of Davidson County with rent and utility payments and arrearages.

With the impact of the Covid-19 pandemic, as part of the statewide federal Emergency Rental Assistance 1 (ERA1) funding, the Tennessee Housing and Development Agency has designated \$24,764,550.18 to the Metropolitan Action Commission to assist the city's residents affected by Covid-19 with rent payments, utility payments, and arrearages. This THDA-ERA1 funding is crucial as many residents who are in rental arrearage may soon face eviction. THDA-ERA1 funding will enable the Metropolitan Action Commission to pay up to twelve months back rent, and possibly three months forward rent for those households who qualify for assistance.

We currently have many applications in our Housing, Opportunity, Partnership, and Employment (HOPE) online portal for assistance through ERA 1 and ERA 2 funding that we received directly from the U.S. Department of Treasury. However, we have fully expended all our Treasury ERA1 funds with many applications still requiring rent and utility financial assistance. Our Treasury ERA2 funds will also be expended quickly. To assist us with meeting the urgent needs of residents who may soon face eviction due to rental arrearages, it is crucial that these THDA-ERA1 funds be approved by Council and appropriated to our budget as soon as possible so that we can continue assisting residents. We received the final contract from THDA today, which is the purpose for the late file.

Your consideration of this request is greatly appreciated as Metro Action Commission staff continue to diligently work to assist those residents in our city most in need of help. If you have any additional questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Cynthia Croom".

Cynthia Croom



**The community action agency for Nashville and Davidson County**

Breaking the cycle of poverty in our community – one child, one person, one family at a time.

