

Grant contract between the Metropolitan Government of Nashville and Davidson County and «GranteeName», Contract # _____; February 4, 2022

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

This Grant Contract issued and entered into pursuant to Resolution _____ by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and HOUSINGNOLA, ("Recipient"), is for the provision of Homeless Performance Review and Recommendation Support, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

- A.1. The Recipient will use the funds to provide a homeless performance review and recommendation support, as described in Attachment 1.
- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 2. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be 24 months, commencing on February 15, 2022 and ending on February 15, 2024. The term of this Grant Contract may be extended for up to a total of 12 months, upon mutual agreement of the parties. The Director of Finance shall approve all extensions of this Grant Contract. 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 Five Hundred Thousand dollars (\$500,000.00). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

- C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

Recipient must send all invoices to **Metro Payment Services, PO Box 196301, Nashville TN 37219-6301.**

Final invoices for the contract period should be received by Metro Payment Services within 90 days of the Contract end date. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire. Expenditures, reimbursements, and payments under this grant contract shall adhere to the grant spending plan. The grantee may

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vary from a grant spending plan line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total grant contract amount detailed by the grant spending plan. Any increase in the grant spending plan grand total amount shall require an amendment of the grant contract.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by the Mayor's within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
 - D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
 - D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
 - D.3. **Termination for Cause.** 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.

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- D.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit an Interim Program Report, to be received by the Mayor's Office by no later than May 10, 2022, and a Final Program Report, to be received by the Mayor's Office within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold

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itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. Indemnification and Hold Harmless.

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

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

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

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

D.15. Force Majeure. 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

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approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.23. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Mayor's Office
Attn: Kristin Wilson
1 Public Square, Ste. 100
Nashville, TN 37201
(615) 862-6000 phone

For enquiries regarding invoices:
Office of Management & Budget
700 2nd Avenue South, Suite 201
PO Box 196300
Nashville, TN 37219-6300
(615) 862-6509, (615) 880-2800 fax

Recipient

Andreanecia Morris, Executive Director
HousingNOLA
4640 S. Carrollton Avenue, Suite 160
New Orleans, LA 70119
(504) 224-8300

- D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

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- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.
- D.25. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

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

RECIPIENT: HousingNOLA

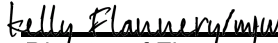
By: _____



APPROVED AS TO AVAILABILITY OF FUNDS:

Title: Andreanecia Morris, Executive Director

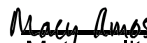
DocuSigned by:



Director of Finance

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:



Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

Homeless Performance Review and Recommendation Support

Phase 1: up to 12 weeks to produce preliminary recommendations

- Approximately 20-25% of scope is affordable housing; 75-80% of scope is homelessness
 - o Due to evolving programs in affordable housing, past performance may not be predictor. Key will be a more qualitative review of planned and sustained efforts.
- Review current affordable housing and homeless performance across:
 - o Metro operations
 - o MDHA operations
 - o Community alignment: non-profits, service providers, private foundations
 - o Homeless Planning Council / Continuum of Care
 - o Housing Trust Commission
- Key considerations based on best practices and could include:
 - o Number of people housed (at minimum, annually)
 - o Housing retention
 - o Programs: fit to need, effectiveness
 - o Resourcing
 - o Capture/use and Quality of data
 - o Systems, e.g., coordinated entry: process, effectiveness,
- Results should incorporate benchmarks from 5-10 major and peer urban areas, and include topics such as:
 - o Performance benchmarks
 - o Resourcing
 - o Evidence-based drivers of performance: what makes an effective affordable housing and homelessness response
 - o Organization structures
- Recommendations for improvement and next steps / implementation plan
 - o Key areas of improvement
 - o What needed – resources, timing
 - o Roles/ownership
 - o How to support
 - o Specific recommendation on organization

Deliverable: written report and presentation

Phase 2: Implementation phase based on recommendations

Approach:

- Two principals: Andreanecia Morris & Stacy Horn Koch
 - o Andreanecia Morris: review of affordable housing
 - o Stacy Horn Koch: review of affordable housing & homelessness
- Workshops/panels with additional national experts on housing and homelessness
- Phase 1 interviews to include
 - o Chair and executive committee members of the Homeless Planning Council, at minimum
 - o Metro operations such as MHID, Social Services, Metro Action Commission, Planning / Housing Division, Office of Emergency Management
 - o MDHA operations
 - o Chairs of the following Commissions - Housing Trust Commission, Social Services Commission, Metro Action Commission, Planning Commission
 - o At least 3-5 service providers / non-profits in affordable housing and homelessness
 - o At least 3-5 residents / formerly homeless individuals
- Phase 2 approach to be determined based on recommendations
 - o Implementation support

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

RECIPIENT NAME:	HousingNOLA
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 02/15/22 through 02/15/2024				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$0.00		\$0.00
	Benefits and Taxes [(PERCENT)]	\$0.00		\$0.00
	Professional Fees	\$400,000.00		\$400,000.00
	Supplies	\$0.00		\$0.00
	Communications	\$0.00		\$0.00
	Postage and Shipping	\$0.00		\$0.00
	Occupancy	\$0.00		\$0.00
	Equipment Rental and Maintenance	\$0.00		\$0.00
	Printing and Publications	\$0.00		\$0.00
	Travel/ Conferences and Meetings	\$75,000.00		\$75,000.00
	Insurance	\$0.00		\$0.00
	Specific Assistance to Individuals	\$0.00		\$0.00
	Other Non-Personnel	\$25,000.00		\$25,000.00
	GRAND TOTAL	\$500,000.00	\$0.00	\$500,000.00



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Submission Acknowledgment

January 26, 2022

Submission # :	006108733	Formation Locale:	LOUISIANA
Filing Type:	Nonprofit Corporation - Foreign	Date Formed:	07/29/2013
Submission Date:	01/26/2022 4:08 PM	Fiscal Year Close:	12
Delayed Effective Date:	01/31/2022 12:00 AM	Annual Report Due:	04/01/2023
Status:	Pending-Review	Image # :	
Duration Term:	Perpetual		
Public/Mutual Benefit:	Public		

Document Receipt

Receipt # : 006869243	Filing Fee:	\$600.00
Payment-Credit Card - State Payment Center - CC #: 3822415909		\$600.00

Registered Agent Address:
UNITED STATES CORPORATION AGENTS, INC.
STE 308
4295 CROMWELL RD
CHATTANOOGA, TN 37421-2163

Principal Address:
ANDREANECIA MORRIS
STE 160
4640 S CARROLLTON AVE
NEW ORLEANS, LA 70119-6092

The submission of your Application for Certificate of Authority for Louisiana Homebuyer Education Collaborative, Inc. to the State of Tennessee has been received by the Secretary of State's office. The Secretary of State's Office will review all submitted documents and provide approval or rejection within 1 to 3 business days.

To check the status of your submission, visit <https://tnbear.tn.gov/Submission>. Once your filing has been reviewed and approved by the Secretary of State's office, you will be able to print a copy of your documents from the same web page.

Your submission number is: 006108733.

Tre Hargett
Secretary of State



Bylaws

Article 1 – Purpose

1.1 Name. The name of the non-profit organization is HousingNOLA

1.2 Objective. HousingNOLA is a nonprofit organization domiciled in New Orleans, Louisiana dedicated to ending the affordable housing crisis by developing implementing strategies that would guarantee housing by aligning policy, advocacy, and public and private resources in service to community. HousingNOLA’s mission is to provide a road map to maximize the effectiveness of scarce government resources, increasing non-traditional resources, and assisting private sector investors in making strategic choices. Through partnership with community leaders, and dozens of public, private, and nonprofit organizations, HousingNOLA works to end housing insecurity and establish a data driven housing system that addresses systemic and historic racial and economic barriers to housing for all.

Article 2 – Executive Committee

2.1. Executive Committee. The governance and management of HousingNOLA shall be entrusted to an Executive Committee (herein referred to as the “Executive Committee”) which shall govern and manage the work of HousingNOLA in accordance with these bylaws.

2.2. Executive Committee composition. The Executive Committee shall consist of up to at least five, but no more than nine members.

2.3. Executive Committee terms. Executive Committee members shall serve until they elect to leave or are removed.

2.4. Expansion of the Executive Committee. The Executive Committee may elect to increase the number of directors and appoint additional individuals to the Executive Committee.

2.5. Election to the Executive Committee. Executive Committee members are nominated by any current HousingNOLA Executive Committee member. Those nominations shall be submitted to the Executive Committee for follow-up with those nominees. As Executive Committee vacancies come up, the Executive Committee will consider any persons that have been nominated and vetted by the Executive Committee. Potential Executive Committee members will be presented to the full HousingNOLA Executive Committee for approval.



Bylaws

Article 1 – Purpose

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2.6. Vacancies. Any vacancy on the Executive Committee occurring during the year by reason of death, resignation, removal from office, conflict of interest, or other extenuating circumstance may be filled by a vote of a majority of the Executive Committee members in office, and the person so elected shall serve until his successor is elected.

2.7. Meetings. Regular meetings of the Executive Committee shall be held quarterly, though the Executive Committee may have the discretion to call special meetings from time-to-time as new or urgent business may come up. Special meetings may be called by any of the Executive officers upon the written approval of at least three Executive Committee members.

2.8. Notice of Meetings. Written notice (via email, letter, or text) of the time and place, and in the case of special meetings, the purpose of such meetings of the Executive Committee, shall be given to each Executive Committee member not less than five days prior to the scheduled meeting. Meetings may be conducted via conference call, video, or in person.

2.9. Quorum. One more than half of the Executive Committee members (3 of 5) then in office shall constitute a quorum for the transaction of business at any meeting of the Executive Committee. Any one or more Executive Committee members may participate in a Executive Committee meeting by means of a conference telephone or similar device providing all persons in the meeting can hear each other at the same time, and in such event, such Executive Committee members participation by conference or telephone or similar device shall be deemed present for quorum voting and all other purposes.

2.10. Voting. Except as otherwise provided in these bylaws, or required by law, all actions of the Executive Committee shall be upon a simple majority vote of Executive Committee members present (including those present via conference video or phone, or written proxy). A written proxy may be submitted to the Executive Committee Secretary or his/her designee so that it may considered as official record during the Executive Committee's actions.

2.11. Resignation and Removal of Executive Committee members. Any Executive Committee member or officer may resign at any time by submitting a written resignation notice to any member of the Executive Director and the President. Any Executive Committee member (including any officers) may be removed as a Executive Committee member and/or from his/her office with cause at any time by a two-thirds vote of the Executive Committee then in office. When a Executive Committee member is removed from his/her position on the Executive Committee, the Executive Director will send a written notice to the Executive Committee member notifying him/her of the Executive Committee's decision and rationale.

2.12. Audit Report. The financials of HousingNOLA shall be audited annually by a certified public accountant. The report of such accountant shall be submitted to the Executive Committee and filed with the organization's records. A summary of the report shall be made available to any HousingNOLA member at his/her request.

Article 3 – Committees of the Executive Committee

3.1. Officers Committee. The Officers Committee shall appoint on an annual basis from its active Executive Committee members an Officers Committee of not less than three persons. Such Officers the Committee shall include the President, Treasurer and Secretary. Subject to the further provision of the bylaws and other applicable provisions of the law, the Officers Committee shall have all of the authority of the full Executive Committee between quarterly, except that it shall not reverse any prior action of the Executive Committee, and any action of the Officers Committee may be overruled by a majority vote of the full Executive Committee present at any regular or special meetings of the Executive Committee. The Officers Committee shall adopt its own rules governing its meeting dates and procedures.

3.2. Finance Committee. The Executive Committee shall appoint from among its members, or from among such other persons as the Executive Committee may see fit, a Finance Committee which shall advise with and aid the officers and Executive Director of HousingNOLA in all financial matters related to the organization and ensure responsible stewardship of HousingNOLA. This shall include review of an annual budget to be voted by the full Executive Committee prior to the beginning of its fiscal year (no later than June 30). The Finance Committee shall advise the Executive Committee and the Executive Committee on financial matters. The ultimate determination of financial matters shall rest with the Executive Committee. At least one Executive Committee member shall be a member of the Finance Committee.

3.3. Other Committees. The Executive Committee may also appoint from among its members or from among such other persons as the Executive Committee may see fit, one or more other Committees in addition to the Executive Committee and Finance Committee. Such committees shall advise with and aid the officers and Executive Director of HousingNOLA in such matters as are designated by the Executive Committee. Each such committee may, subject to the approval of the Executive Committee, prescribe rules and regulations for the call and conduct of its meetings and other matters relating to procedure.

3.4 Limits on Money Commitments. Neither the Executive Committee nor any other committee shall have the power to make any obligation binding HousingNOLA to the payment of any sum of money without specific authorization of the Executive Committee. Said authorization may, however, be provided by the Executive Committee in advance – in writing – and may include a general authorization for the Executive Committee or the Executive Director to incur obligations up to a specified amount.

Article 4 – Officers/Officer Committee

4.1. Officers. The officers comprising the Officer Committee of HousingNOLA shall be the President, Treasurer and Secretary, all of whom shall be elected by the members of HousingNOLA at either the Annual or Semi-Annual meeting (or at a Special Meeting in lieu thereof). In addition, the Executive Committee may, but shall not be required to, create additional offices, which may include a Chair if the Executive Committee sees fit. In such event,

such other officers shall be elected at the Annual Meeting along the President, Treasurer and Secretary.

4.2. Terms. The officers shall be elected and hold office for six years, with an option to be re-elected successively, and until their successors are elected and shall qualify.

4.3. Vacancies. If for any reason the President cannot complete his/her term in office, s/he will be succeeded by either the Vice-President or Secretary/Treasurer. Otherwise, whenever there is a vacancy in any of the offices of HousingNOLA for any reason, it may be filled by a vote of the majority of the Executive Committee members at any meeting. Any person elected shall serve in such office until his/her successor is duly elected by the members at the next Annual Meeting, Semi-Annual meeting or a Special meeting called for that purpose.

4.4. President. The President shall: Preside over all meetings of members, Board of Directors, and the Officers Committee, serve as a member, ex-officio, with the right to vote on all committees, make all required appointments of standing and special committee chairpersons with the approval of Executive Committee, approve an agenda for all meetings, ensure that all Executive Committee Members are aware of the agenda, time, place and dates of meetings, and perform other such duties as are necessarily incident to the office of President or as may be prescribed by the Executive Committee.

4.5 Vice-President. The Vice-President shall assist the President in all duties, preside over meetings in the absence of the president, act as liaison between the committee chairpersons and the Executive Committee, and perform the duties of President in the event of the latter's inability to serve.

4.5. Secretary-Treasurer. The Secretary-Treasurer shall have oversight of all of the organization's funds, property, and other financial effects of HousingNOLA subject to regulations and limitations as may be imposed by the Executive Committee and shall in general perform all of the duties normally incident to the office of the Secretary-Treasurer. Among other things, the Secretary-Treasurer shall keep, or cause to be kept, full and accurate accounts of the financial transactions of HousingNOLA and shall render to the Executive Committee and to meetings of the members, such reports as to the financial affairs of HousingNOLA as the Executive Committee or President may from time-to-time request. The Secretary-Treasurer shall preside over the Finance Committee of HousingNOLA as its chair.

4.7. Other Officers. If the Executive Committee decides to create or fill other offices, including but not limited to, the office of Chair, such officers shall perform such duties as may be prescribed from time to time by the Executive Committee.

Article 5 – Agents and Representatives

5.1. Appointments. The Executive Committee may appoint such staff and agents of HousingNOLA to be paid a salary and to have such powers and duties as set forth in these bylaws, as the Executive Committee may from time-to-time determine.

5.2. Executive Director. The Executive Committee shall appoint an Executive Director to run the daily operations of HousingNOLA. The Executive Director shall have the authority to:

- a. proposes and work with the Executive Committee on the development of both long-term and short-term programs for HousingNOLA;
- b. represent HousingNOLA as its agent in all public and private forums;
- c. hire or remove, with notice to the Executive Committee, any staff or agents of HousingNOLA that the Executive Committee deems necessary to meet the organization's goals and programs;
- d. supervise and direct any staff or agents of HousingNOLA as the Executive Committee deems necessary;
- e. direct the day-to-day financial and administrative operations of HousingNOLA in accordance with the program goals approved by the Executive Committee;
- f. participate ex. officio in all committees established by the Executive Committee, except any committee established to decide the Executive Director's continued employment by the organization.
- g. shall be generally responsible for the maintenance of membership and Executive Committee records, including minutes of the meetings and other written records of HousingNOLA.
- h. shall enter (or cause to be entered) in record books kept for that purpose minutes of resolutions, transactions, and other business carried out at HousingNOLA Executive Committee meetings;
- i. shall maintain (or cause to be maintained) a record of the names and contact information of all members in good standing, which shall be a record open for inspection as prescribed by law;
- j. shall give (or cause to be given) notices of meetings as provided for by these bylaws; and shall in general perform all of the duties normally incident to the office of Secretary.

5.3. Staff. The Executive Committee may authorize the Executive Director to employ on behalf of HousingNOLA other paid employees or agents within a total budget to be determined by the Executive Committee. The Executive Director shall be responsible for the hiring, supervising, directing, or removing – with notice to the Executive Committee-- any staff or agents of HousingNOLA.

5.4. Resignation and Removal. The Executive Director may resign at any time by delivering a resignation letter to the President or Vice-President of the Executive Committee. The Executive Director may be removed from his/her office with cause at any time by a two-thirds vote of the Executive Committee members in office. A staff member or agent may resign at any time by delivering a written resignation to the Executive Director or President of the Executive Committee. Any staff member or agent may be removed from his/her position with cause at any time by the Executive Director, who shall notify the Executive Committee about such actions as soon as they are taken.

Article 6 - Contracts

6.1. Contracts. The Executive Director, subject to the direction of the Executive Committee, shall sign all written obligations and contracts on behalf of HousingNOLA in accordance with the organization's financial policy. The Executive Director may also be authorized by a resolution of the Executive Committee to execute contracts and any written obligation on behalf of HousingNOLA in accordance with or fulfillment of projects and/or goals established by the Executive Committee or the Officers Committee.

Article 7 – Finances

7.1. Investments. The Executive Committee may invest or re-invest any funds held by HousingNOLA according to the advice of the Finance Committee and approval of the majority of the Executive Committee. The Executive Committee may delegate all or any part of its authority with respect to the investment or reinvestment of the funds of HousingNOLA to the Finance Committee, whose members shall include at least one member of the Executive Committee.

7.2 Fiscal Year. The Executive Committee may adopt a fiscal year for HousingNOLA, which may be other than the calendar year—beginning January 1st and ending on December 31st each year.

Article 8 – Amendments

8.1. Amendments. These by-laws may be amended, repealed or otherwise changed or new bylaws may be adopted by a majority vote of the Executive Committee during a regular Executive Committee meeting or a special meeting of the Executive Committee as permitted by these bylaws. Amendments introduced for consideration shall be provided in writing to the Executive Committee at least 24 hours prior to a meeting where a vote is decided on such amendment(s).

Article 9 – Liability and Indemnification

9.1. Non-Liability. No Executive Committee member shall be held individually liable or responsible for any contract debts or faults of HousingNOLA or its Executive Committee of Directors.

9.2. Executive Committee Indemnification. HousingNOLA shall defend, indemnify, and hold harmless, to the maximum extent permitted by law, any former, present, or future director, officer, agent, or fiduciary of against any claim, liability or expense arising against or incurred by such person in the event such person is made party to a proceeding because such person is or was serving as officer, director, partner, trustee, employee, fiduciary or agent of HousingNOLA. The organization shall maintain Directors and Officers (D&O) insurance providing such indemnification.

Article 10 – Prohibited Activities/ Conflict of Interest

10.1. No part of the net earnings of HousingNOLA shall inure to the benefit of or be distributable to its members, officers, or other private persons, or any for-profit organization or company in which any member, or officer holds an ownership interest. Notwithstanding, HousingNOLA 's Executive Committee shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

10.2. Notwithstanding any other provision of these Amended Articles, HousingNOLA shall not engage in any other activities not permitted by a corporation exempt from federal income under Section 501 (c)(3) of the Internal Revenue Code.

2.6. Vacancies. Any vacancy on the Executive Committee occurring during the year by reason of death, resignation, removal from office, conflict of interest, or other extenuating circumstance may be filled by a vote of a majority of the Executive Committee members in office, and the person so elected shall serve until his successor is elected.

2.7. Meetings. Regular meetings of the Executive Committee shall be held quarterly, though the Executive Committee may have the discretion to call special meetings from time-to-time as new or urgent business may come up. Special meetings may be called by any of the Executive officers upon the written approval of at least three Executive Committee members.

2.8. Notice of Meetings. Written notice (via email, letter, or text) of the time and place, and in the case of special meetings, the purpose of such meetings of the Executive Committee, shall be given to each Executive Committee member not less than five days prior to the scheduled meeting. Meetings may be conducted via conference call, video, or in person.

2.9. Quorum. One more than half of the Executive Committee members (3 of 5) then in office shall constitute a quorum for the transaction of business at any meeting of the Executive Committee. Any one or more Executive Committee members may participate in a Executive Committee meeting by means of a conference telephone or similar device providing all persons in the meeting can hear each other at the same time, and in such event, such Executive Committee members participation by conference or telephone or similar device shall be deemed present for quorum voting and all other purposes.

2.10. Voting. Except as otherwise provided in these bylaws, or required by law, all actions of the Executive Committee shall be upon a simple majority vote of Executive Committee members present (including those present via conference video or phone, or written proxy). A written proxy may be submitted to the Executive Committee Secretary or his/her designee so that it may considered as official record during the Executive Committee's actions.

2.11. Resignation and Removal of Executive Committee members. Any Executive Committee member or officer may resign at any time by submitting a written resignation notice to any member of the Executive Director and the President. Any Executive Committee member (including any officers) may be removed as a Executive Committee member and/or from his/her office with cause at any time by a two-thirds vote of the Executive Committee then in office. When a Executive Committee member is removed from his/her position on the Executive Committee, the Executive Director will send a written notice to the Executive Committee member notifying him/her of the Executive Committee's decision and rationale.

2.12. Audit Report. The financials of HousingNOLA shall be audited annually by a certified public accountant. The report of such accountant shall be submitted to the Executive Committee and filed with the organization's records. A summary of the report shall be made available to any HousingNOLA member at his/her request.

Article 3 – Committees of the Executive Committee

3.1. Officers Committee. The Officers Committee shall appoint on an annual basis from its active Executive Committee members an Officers Committee of not less than three persons. Such Officers the Committee shall include the President, Treasurer and Secretary. Subject to the further provision of the bylaws and other applicable provisions of the law, the Officers Committee shall have all of the authority of the full Executive Committee between quarterly, except that it shall not reverse any prior action of the Executive Committee, and any action of the Officers Committee may be overruled by a majority vote of the full Executive Committee present at any regular or special meetings of the Executive Committee. The Officers Committee shall adopt its own rules governing its meeting dates and procedures.

3.2. Finance Committee. The Executive Committee shall appoint from among its members, or from among such other persons as the Executive Committee may see fit, a Finance Committee which shall advise with and aid the officers and Executive Director of HousingNOLA in all financial matters related to the organization and ensure responsible stewardship of HousingNOLA. This shall include review of an annual budget to be voted by the full Executive Committee prior to the beginning of its fiscal year (no later than June 30). The Finance Committee shall advise the Executive Committee and the Executive Committee on financial matters. The ultimate determination of financial matters shall rest with the Executive Committee. At least one Executive Committee member shall be a member of the Finance Committee.

3.3. Other Committees. The Executive Committee may also appoint from among its members or from among such other persons as the Executive Committee may see fit, one or more other Committees in addition to the Executive Committee and Finance Committee. Such committees shall advise with and aid the officers and Executive Director of HousingNOLA in such matters as are designated by the Executive Committee. Each such committee may, subject to the approval of the Executive Committee, prescribe rules and regulations for the call and conduct of its meetings and other matters relating to procedure.

3.4 Limits on Money Commitments. Neither the Executive Committee nor any other committee shall have the power to make any obligation binding HousingNOLA to the payment of any sum of money without specific authorization of the Executive Committee. Said authorization may, however, be provided by the Executive Committee in advance – in writing – and may include a general authorization for the Executive Committee or the Executive Director to incur obligations up to a specified amount.

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such other officers shall be elected at the Annual Meeting along the President, Treasurer and Secretary.

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4.5. Secretary-Treasurer. The Secretary-Treasurer shall have oversight of all of the organization's funds, property, and other financial effects of HousingNOLA subject to regulations and limitations as may be imposed by the Executive Committee and shall in general perform all of the duties normally incident to the office of the Secretary-Treasurer. Among other things, the Secretary-Treasurer shall keep, or cause to be kept, full and accurate accounts of the financial transactions of HousingNOLA and shall render to the Executive Committee and to meetings of the members, such reports as to the financial affairs of HousingNOLA as the Executive Committee or President may from time-to-time request. The Secretary-Treasurer shall preside over the Finance Committee of HousingNOLA as its chair.

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- a. proposes and work with the Executive Committee on the development of both long-term and short-term programs for HousingNOLA;
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Article 9 – Liability and Indemnification

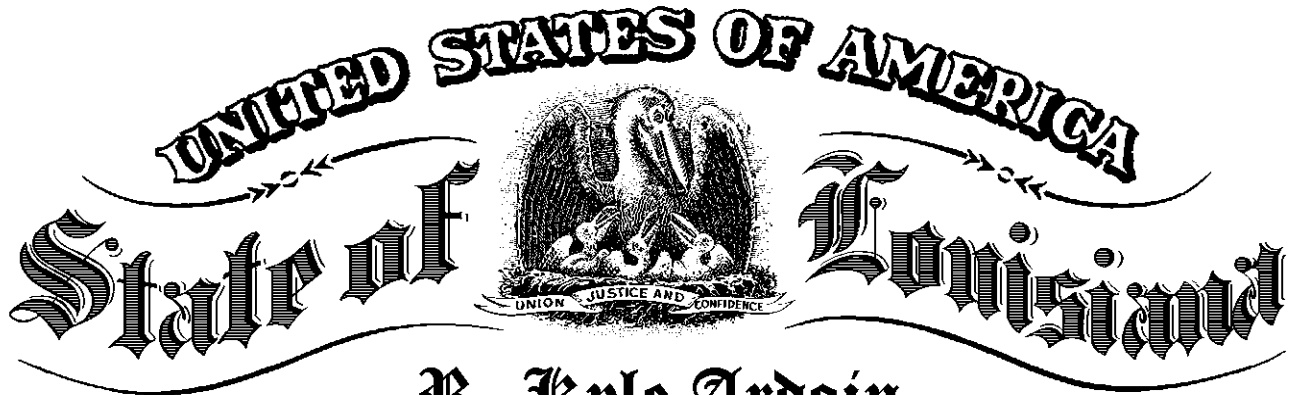
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10.2. Notwithstanding any other provision of these Amended Articles, HousingNOLA shall not engage in any other activities not permitted by a corporation exempt from federal income under Section 501 (c)(3) of the Internal Revenue Code.



R. Kyle Ardoin
 SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

LOUISIANA HOMEBUYER EDUCATION COLLABORATIVE, INC.

A corporation domiciled in NEW ORLEANS, LOUISIANA,

Filed charter and qualified to do business in this State on July 29, 2013,

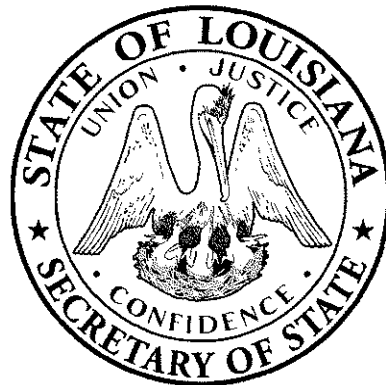
I further certify that the records of this Office indicate the corporation has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned is in good standing and is authorized to do business in this State as a Non-Profit Corporation.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

January 26, 2022

Secretary of State

Web 41170949N



Certificate ID: 11516966#52N83

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



COMMERCIAL DIVISION
225.925.4704

04/22/2016

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

LOUISIANA HOMEBUYER EDUCATION COLLABORATIVE, INC.
4640 S. CARROLLTON AVE.
SUITE 160
NEW ORLEANS, LA 70119

DEAR SIR/MADAM:

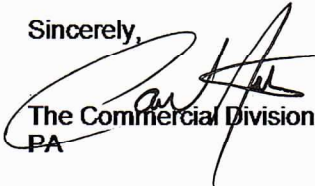
HOUSINGNOLA & LOGO

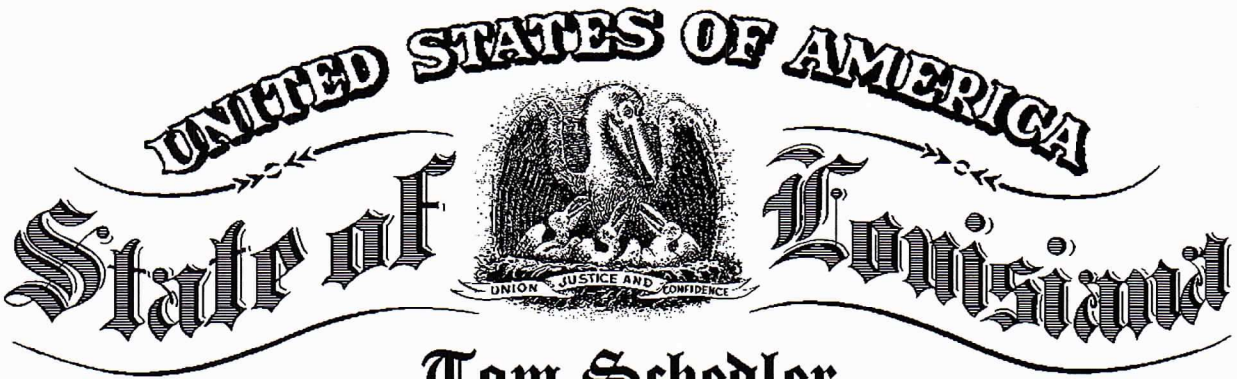
It has been a pleasure to approve and place on file your Trade Name & Logo. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

Online filing options are available if changes are necessary to your registration or you need to file an annual report. Please visit our website at **GeauxBiz.com** for your future business needs.

Sincerely,


The Commercial Division
PA



Tom Schedler

SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

LOUISIANA HOMEBUYER EDUCATION COLLABORATIVE, INC., located at 4640 S. CARROLLTON AVE., SUITE 160, NEW ORLEANS, LA 70119,

Has filed for record in this department an application for the trade name

HOUSINGNOLA & LOGO: BLUE HOUSE WITH FLEUR DE LIS IN THE CENTER & HOUSINGNOLA UNDER

Which was first used in the State of Louisiana on October 14, 2014,

Said application was filed and recorded in this Office on April 22, 2016, which recordation is for a term of ten years from the date hereof.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

April 22, 2016

Secretary of State

PA 66-5119



Certificate ID: 10704289#B4P83

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

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

DEPARTMENT OF THE TREASURY

Date: **SEP 04 2014**

LOUISIANA HOMEBUYER EDUCATION
COLLABORATIVE INC
C/O JESSICA J EDWARDS
211 N BROADWAY STE 3600
ST LOUIS, MO 63102

Employer Identification Number:
46-3546935
DLN:
17053063326034
Contact Person: CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
July 29, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

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

LOUISIANA HOMEBUYER EDUCATION

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink that reads "Tamara Rippeida". The signature is written in a cursive style with a large initial 'T' and 'R'.

Director, Exempt Organizations