

Grant contract between the Metropolitan Government of Nashville and Davidson County and Communities in Schools of Tennessee, Contract # _____ November 17, 2020

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Communities in Schools of Tennessee**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro"), and Communities in Schools of Tennessee, ("Recipient"), is for the provision of literacy services, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. The students and families served by Communities In Schools of Tennessee (CISTN) already experience a disproportionate number of life barriers; COVID-19 has only exacerbated those challenges. School buildings are often the only stability students experience. It is where they can count on meals, a structured day, and adults who are concerned about their wellbeing and safety. As school buildings closed, many students and families CISTN serves went home to contend with domestic violence, addiction issues, job loss, food insecurity, depression and certainly anxiety. CISTN immediately pivoted their work to continue supporting students and their families remotely. CISTN anticipates, through experience, that students will return to school with a significant amount of trauma to manage, whether virtual or in the school building, the CISTN team has been and will be there to support students and provide or connect them to the food, unemployment, housing assistance, and mental health supports they need to keep moving forward in school.

The Recipient will use the funds to provide intensive case management and provide emergency assistance to students and their families in the following ten Nashville Title I elementary schools; Amqui, Bellshire, Cumberland, Glengarry, Ida B. Wells, KIPP Academy, Paragon Mills, Shwab, Tom Joy and Warner. Emergency assistance typically takes the form of food, hygiene, cleaning, and PPE products, as well as shelter and transportation assistance. This is accomplished school-wide through Site Coordinators and with targeted and sustained interventions for students demonstrating greater need due to the COVID-19 pandemic.

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachments 1**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be nine (9) months, commencing on March 1, 2020 and ending on December 30, 2020. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

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C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed Twenty Three Thousand Four Hundred Forty Five dollars (\$23,445). 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.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted not more often than monthly and indicate at a minimum the amount charged by the Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, the total amount charged under this Grant Contract to date.

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 by February 15, 2021. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Nashville Public Library, 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.

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- 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.
- 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

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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. **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.10. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.10.1 Proof of Insurance

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

D.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 Worker's Compensation Insurance

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

D.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 Such insurance shall:

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

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

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and

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volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

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

D.10.7

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

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

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

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

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

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

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

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

- D.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 12. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

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D. 13. 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.14. 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.15. 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.16. 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.17. 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.18. Headings. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.19. Metro Interest in Equipment. The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All

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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. 20. **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.21. **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.22. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

For enquiries regarding invoices:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

Recipient

Samantha Wigand, Chief Executive Officer
Communities in Schools of Tennessee
1207 18th Ave. South
Nashville, TN 37212
615-727-1341 phone

- D.23. **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.24. **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: Communities in Schools of Tennessee

APPROVED AS TO AVAILABILITY OF FUNDS:

By: SB Wigand

Title: Chief Executive Officer

Kevin Crumboltz *MJW*
Director of Finance

Sworn to and subscribed to before me a Notary Public, this 20 day 30 of November, 2020

Notary Public Justin L. Garthaus

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb
Director of Insurance



APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

[Signature]
My Commission expires Oct. 2, 2023

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

ATTACHMENT 1

SPENDING PLAN

FY 21Name of Contractor: Communities in Schools of Tennessee

ITEM #	ITEM	Funds Provided via This Contract	Other Funding Sources	TOTAL
1A	Personnel-Staff Salaries	\$18,521.55	\$1,145,753.25	\$1,164,274.80
1B	Personnel-Staff Fringe Benefits (percent)	\$4,923.45	\$303,258.55	\$308,182.00
2	Professional Fees	\$0	\$92,634.16	\$92,634.16
3	Supplies	\$0	\$67,800.00	\$67,800.00
4	Communications- phone, etc. *	\$0	\$6,267.00	\$6,267.00
5	Postage and Shipping	\$0	\$0	\$0
6	Occupancy	\$0	\$37,589.23	\$37,589.23
7	Equipment Rental and Maintenance	\$0	\$21,292.68	\$21,292.68
8	Printing and Publications	\$0	\$8,198.78	\$8,198.78
9	Travel/Conferences and Meetings	\$0	\$39,563.40	\$39,563.40
10	Insurance	\$0	\$6,861.95	\$6,861.95
11	Specific Assistance to Individuals	\$0	\$0	\$0
12	Other Non-Personnel	\$0	\$0	\$0
TOTALS		\$23,445.00	\$1,729,219.01	\$1,752,664.01

Grant contract between the Metropolitan Government of Nashville and Davidson County and East Nashville Hope Exchange, Contract # _____ November 17, 2020

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This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro"), and East Nashville Hope Exchange, ("Recipient"), is for the provision of literacy services, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

- A.1. The COVID-19 pandemic is not just a health and economic crisis, it is also a children's education crisis. At-risk children in our communities do not get the support they need to learn and read in normal time. With the advent of COVID-19, children in these communities have it even worse. The disruption of schooling will have disparate effects across the socioeconomic ladder, leaving lasting scars and altering life courses for those already at a disadvantage. One of East Nashville Hope Exchange's (ENHE) primary goals is to ensure students do not fall victim to the "summer slide" (a time when many at-risk youth fall behind their peers over the summer months not in school due to lack of learning opportunities. The COVID-19 pandemic has deepened the gap and turned the normal summer slide into a much longer and more detrimental summer slide.

The Recipient will use the funds to provide high-quality remote learning services and resources for disadvantaged families to stop the extended summer learning slide due to COVID-19. The funds used from this grant will aid in operating a high-quality virtual literacy program that will serve students and families. Families will receive weekly literacy kits with virtual instruction, snacks, 5 new books, and general supplies. Meals and loaner iPad/computers will be provided for families on a need basis.

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
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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.

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- 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.
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- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and East Nashville Hope Exchange, Contract # _____ November 17, 2020

- D.9. **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.10. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.10.1 Proof of Insurance

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

D.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 Worker's Compensation Insurance

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

D.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 Such insurance shall:

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

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

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

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and

Grant contract between the Metropolitan Government of Nashville and Davidson County and East Nashville Hope Exchange, Contract # _____ November 17, 2020

employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.10.7

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

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

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

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

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

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

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

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

- D.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 12. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 13. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and East Nashville Hope Exchange, Contract # _____ November 17, 2020

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.14. **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.15. **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.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

- D. 20. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and East Nashville Hope Exchange, Contract # _____ November 17, 2020

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

Metro

For contract-related matters:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

For enquiries regarding invoices:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

Recipient

Ameshica Linsey, Executive Director
East Nashville Hope Exchange
419 Woodland Street
Nashville, TN 37206
615-254-3534, phone

- D.23. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal,

Grant contract between the Metropolitan Government of Nashville and Davidson County and East Nashville Hope Exchange, Contract # _____ November 17, 2020

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.24. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and East Nashville Hope Exchange, Contract # _____ November 17, 2020

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: East Nashville Hope Exchange

By: Ameshica Linsey

Ameshica Linsey

Title: Executive Director

APPROVED AS TO AVAILABILITY OF FUNDS:

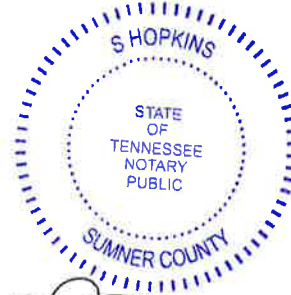
Kevin Crumboltz ^{TE} ^{MJU}
Director of Finance

Sworn to and subscribed to before me a Notary Public, this 19th day of November, 2020

Notary Public Sarah Hopkins

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb
Director of Insurance



APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

[Signature]
My Commission expires 1/24/22

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

ATTACHMENT 1

SPENDING PLAN

FY 21Name of Contractor: East Nashville Hope Exchange

ITEM #	ITEM	Funds Provided via This Contract	Other Funding Sources	TOTAL
1A	Personnel-Staff Salaries	\$15,500	\$136,324	\$151,824
1B	Personnel-Staff Fringe Benefits (percent)	\$500	\$12,600	\$13,100
2	Professional Fees	\$500	\$7,300	\$7,800
3	Supplies	\$1,500	\$5,500	\$7,000
4	Communications-phone, etc.*	\$0	\$0	\$0
5	Postage and Shipping	\$0	\$0	\$0
6	Occupancy	\$500	\$4,200	\$4,700
7	Equipment Rental and Maintenance	\$0	\$0	\$0
8	Printing and Publications	\$0	\$0	\$0
9	Travel/Conferences and Meetings	\$0	\$0	\$0
10	Insurance	\$1,500	\$2,500	\$4,000
11	Specific Assistance to Individuals	\$0	\$0	\$0
12	Other Non-Personnel	\$0	\$0	\$0
TOTALS		\$20,000	\$168,424	\$188,424

Grant contract between the Metropolitan Government of Nashville and Davidson County and Begin Anew, Contract # _____ December 1, 2020

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

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro"), and Begin Anew, ("Recipient"), is for the provision of literacy services, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. The Begin Anew Community comprised of clients, volunteers, and staff discontinued in-person provision of adult education services due to COVID-19 in early March 2020. COVID-19 caused numerous impacts. Though education is Begin Anew's priority focus, COVID-19 resulted in increased resource information referrals to agencies in areas such as counseling, employment services, unemployment assistance, just to name a few. Learning to adapt quickly has allowed Begin Anew to deliver and use on-line learning, determined appropriate technology vehicles; and train volunteers and students to deliver and receive services online.

Another gap Begin Anew realized pertaining to technology and internet accessibility was recognized regarding taking High School Equivalency (HSE) tests due to COVID-19. Students in pursuit of their HSE, take the "official test" nationally administered by Equivalency Testing Services (ETS). All testing sites administering the "office test" closed in March. These sites recently started re-opening; however, there are limited spots available and a large backlog of students in need of testing. Thus, ETS added an at-home testing option. Due to the technology constraints and internet accessibility of Begin Anew students, Begin Anew opted to allow students use of their computers and internet access to provide reliable testing environments.

The Recipient will use the funds to provide virtual, hybrid, or return to in-person learning for HSE, English Language Learner (ELL), computer training and job skills training. Begin Anew typically has demographics representing adult learners in Davidson County which are primarily female (68%) compared to male (32%); Black or Hispanic ethnicity (80%) compared to 20% Caucasian and Asian combined. The largest percentage of students represent men and women ages 31-39. Funds will provide resources to operate programs in Downtown Nashville, Madison and Woodbine in order to improve the client literacy level and empower individuals to overcome obstacles caused by poverty and exacerbated by COVID-19.

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Begin Anew, Contract # _____ December 1, 2020

B.1. **Grant Contract Term.** The term of this Grant will be nine (9) months, commencing on March 1, 2020 and ending on December 30, 2020. 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 Twenty Three Thousand Four Hundred Forty Six dollars (\$23,446). 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.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted not more often than monthly and indicate at a minimum the amount charged by the Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, the total amount charged under this Grant Contract to date.

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 by February 15, 2021. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Nashville Public Library, 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Begin Anew, Contract # _____ December 1, 2020**

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.

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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Begin Anew, Contract # _____ December 1, 2020**

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. **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.10. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.10.1 Proof of Insurance

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

D.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 Worker's Compensation Insurance

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

D.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 Such insurance shall:

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

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Begin Anew, Contract # _____ December 1, 2020**

or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

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

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

D.10.7

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

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

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

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

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

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

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

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

D.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Begin Anew, Contract # _____ December 1, 2020**

- D. 12. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 13. **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.14. **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.15. **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.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Begin Anew, Contract # _____ December 1, 2020**

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

- D. 20. **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.21. **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.22. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

For enquiries regarding invoices:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

Recipient

Elaine Gordon, Development Director
Begin Anew
1111 Foster Avenue
Nashville, TN 37210

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Begin Anew, Contract # _____ December 1, 2020**

615-428-2457, phone

D.23. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.24. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Begin Anew, Contract # _____ December 1, 2020

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

RECIPIENT: Begin Anew

By: Heather Horneel

Title: Executive Director

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

Sworn to and subscribed to before me a Notary Public, this 3rd day of December, 2020

Notary Public

APPROVED AS TO RISK AND INSURANCE:

Director of Insurance



APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Michelle Marie Crandall

My Commission expires 9/25/2024

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

Grant contract between the Metropolitan Government of Nashville and Davidson County and Begin Anew, Contract # _____ December 1, 2020

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: Begin Anew

APPROVED AS TO AVAILABILITY OF FUNDS:

By: _____

Title: Executive Director

Kevin Crumboltz MJW TE

Director of Finance

Sworn to and subscribed to before me a Notary Public, this ___ day of _____, 201__

Notary Public

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Matthew Gartle

Metropolitan Attorney

My Commission expires _____ -

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

ATTACHMENT 1

SPENDING PLAN

FY 21Name of Contractor: Begin Anew

ITEM #	ITEM	Funds Provided via This Contract	Other Funding Sources	TOTAL
1A	Personnel-Staff Salaries	\$20,600	\$20,554	\$41,154
1B	Personnel-Staff Fringe Benefits (percent)	\$2,846	\$4,500	\$7,346
2	Professional Fees	\$0	\$0	\$0
3	Supplies	\$0	\$625	\$625
4	Communications-phone, etc.*	\$0	\$500	\$500
5	Postage and Shipping	\$0	\$0	\$0
6	Occupancy	\$0	\$0	\$0
7	Equipment Rental and Maintenance	\$0	\$0	\$0
8	Printing and Publications	\$0	\$0	\$0
9	Travel/Conferences and Meetings	\$0	\$100	\$100
10	Insurance	\$0	\$275	\$275
11	Specific Assistance to Individuals	\$0	\$0	\$0
12	Other Non-Personnel	\$0	\$1,500	\$1,500
TOTALS		\$23,446	\$28,054	\$51,500

Grant contract between the Metropolitan Government of Nashville and Davidson County and Book'em, Contract # _____ November 17, 2020

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Book'em**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro"), and Book'em, ("Recipient"), is for the provision of literacy services, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. With the onset of COVID-19, Book'em quickly pivoted and expanded once schools and our community shut down. During March, April and May, Book'em distributed 46,100+ books compared with 27,800+ for the same time period the previous year, nearly doubling their planned distributions. In a typical month, Book'em distributes roughly 9,500 books, receives in-kind donations of 7,500 books and purchases around 2,000 books. Since the COVID-19 pandemic began in March, Book'em has been distributing an average of 12,000 books monthly, receiving in-kind donations of approximately 6,000 books and purchasing roughly 6,000 books monthly – triple their planned purchases. Book'em is seeing this level of demand and the need to continue purchasing books at this rate continue through the end of 2020 and most likely beyond.

The Recipient will use the funds to provide 10,000 books for ownership, plus additional information and resources related to NPL and early childhood literacy, to youth ages 0-10 living in Davidson County, whose families are economically challenged and have been the hardest hit by this COVID-19 pandemic.

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be nine (9) months, commencing on March 1, 2020 and ending on December 30, 2020. 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 Twenty Thousand dollars (\$20,000). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Book'em, Contract # _____ November 17, 2020

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.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted not more often than monthly and indicate at a minimum the amount charged by the Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, the total amount charged under this Grant Contract to date.

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 by February 15, 2021. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Nashville Public Library, 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Book'em, Contract # _____ November 17, 2020

Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

D.3. Termination for Cause. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

D.4. Subcontracting. The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Book'em, Contract # _____ November 17, 2020

- D.9. **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.10. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.10.1 Proof of Insurance

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

D.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 Worker's Compensation Insurance

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

D.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 Such insurance shall:

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

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

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

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and

Grant contract between the Metropolitan Government of Nashville and Davidson County and Book'em, Contract # _____ November 17, 2020

employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.10.7

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

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

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

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

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

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

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

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

- D.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 12. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 13. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Book'em, Contract # _____ November 17, 2020

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.14. **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.15. **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.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.19. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

D. 20. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Book'em, Contract # _____ November 17, 2020

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

Metro

For contract-related matters:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

For enquiries regarding invoices:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

Recipient

Melissa Spradlin, Executive Director
Book'em
161 Rains Avenue
Nashville, TN 37203
615-255-1820, phone

- D.23. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal,

Grant contract between the Metropolitan Government of Nashville and Davidson County and Book'em, Contract # _____ November 17, 2020

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.24. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Book'em, Contract # _____ November 17, 2020

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: Book'em

By: 

APPROVED AS TO AVAILABILITY OF FUNDS:

Title: Executive Director

Director of Finance

Sworn to and subscribed to before me a Notary Public, this 10 day of Dec, 2020

APPROVED AS TO RISK AND INSURANCE:

Notary Public

Director of Insurance



APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney


My Commission expires 8/7/2022

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

Grant contract between the Metropolitan Government of Nashville and Davidson County and Book'em, Contract # _____ November 17, 2020

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: Book'em

APPROVED AS TO AVAILABILITY OF FUNDS:

By: _____

Title: Executive Director

Kevin Crumboltz MJW TE
Director of Finance

Sworn to and subscribed to before me a Notary Public, this ___ day of _____, 201__

Notary Public

APPROVED AS TO RISK AND INSURANCE:

Balogun Colob
Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Matthew Gault
Metropolitan Attorney

My Commission expires _____ -

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

ATTACHMENT 1

SPENDING PLAN

FY 21Name of Contractor: Book'em

ITEM #	ITEM	Funds Provided via This Contract	Other Funding Sources	TOTAL
1A	Personnel-Staff Salaries	\$0	\$4,000	\$4,000
1B	Personnel-Staff Fringe Benefits (percent)	\$0		\$0
2	Professional Fees	\$0		\$0
3	Supplies	\$0	\$1,000	\$1,000
4	Communications-phone, etc.*	\$0		\$0
5	Postage and Shipping	\$0		\$0
6	Occupancy	\$0		\$0
7	Equipment Rental and Maintenance	\$0		\$0
8	Printing and Publications	\$0		\$0
9	Travel/Conferences and Meetings	\$0		\$0
10	Insurance	\$0		\$0
11	Specific Assistance to Individuals	\$20,000		\$20,000
12	Other Non-Personnel	\$0		\$0
	TOTALS	\$20,000	\$5,000	\$25,000

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Bridges for the Deaf and Hard of Hearing, Contract # _____ November 17, 2020**

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Bridges for the Deaf and Hard of Hearing**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro"), and Bridges for the Deaf and Hard of Hearing, ("Recipient"), is for the provision of literacy services, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Due to COVID-19, Bridges for the Deaf and Hard of Hearing have had to transition to online most of their services including, the Signing ACEs (Advocacy, Community, Empowerment) programs, their after-school programs, and their summer sessions went online because summer camp students could not attend in person. However, there are specific challenges for deaf and hard of hearing children in a remote learning environment:

- Individual Education Plans (IEP) goals were set for in person learning. These goals will need to be reassessed and possible revised.
- Deaf and hard of hearing students must have equal access to communication, including qualified interpreters, captions, Communication Access Real-Time Translation (CART) services, hearing aids, cochlear implants, FM systems, auditory access if needed like headphones or speakers, and more. We will need to work with schools and families to make sure they have the tech they need, and that the tech is working properly.
- Students having clear visual support for learning, so the students can see the teacher, interpreter, and activity being shown at the same time.
 - Technology support has been a struggle that comes along with this because often the connection is blurry, slow, freezes, and continues to be an issue throughout lessons. The dual screen causes problems because they are not able to see as many people at the same time so that needs to be fixed so they must be able to have the interpreter, teacher and lesson at the same time.
- Students will struggle with multiple distractions and will need shorter times of instruction to be able to concentrate and focus on the lesson to understand what is being taught. This includes home distractions, distractions online/on the computer, other student distractions, the speed of the lesson, eye contact and fatigue from sensory overload, materials they have to look up in a book or on the computer when they are missing what is being communicated because they need to do one task at a time, and more distractions that come.
- Wait time is crucial. Wait time after something is communicated so the interpreter or CART services have time to complete the message communicated before moving on. Then the student must take in what is communicated and then they need additional time to process the information and then more time to form a response. This causes a much longer wait time during virtual learning and if the information is just going too fast and there aren't substantial wait times, the student can become overwhelmed, feel disrespected, upset, frustrated, or dismissed if interrupted because they didn't have adequate time to learn, process, and produce their answer or comments.

Remote learning poses specific challenges to Deaf and hard of hearing children's students; Bridges for the Deaf and Hard of Hearing is working to ameliorate these challenges and provide their students with the support they need to maintain academic engagement and learning.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bridges for the Deaf and Hard of Hearing, Contract # _____ November 17, 2020

The Recipient will use the funds to expand their virtual spaces, particularly as they allow recipient to reach students in outlying and more rural areas. Because virtual school is not as successful for D/deaf and hard of hearing students, recipient will focus on creating support classes and networks for our K-12 students who were traditionally in our after-school program. In addition to the first Deaf Education Institute held in collaboration with Interpreting Services, recipient is providing workshops specifically on Remote Learning for Deaf and Hard of Hearing students as well as IEP guidance and advocacy.

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be nine (9) months, commencing on March 1, 2020 and ending on December 30, 2020. 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 Twenty Thousand dollars (\$20,000). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted not more often than monthly and indicate at a minimum the amount charged by the Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced and the total amount charged under this Grant Contract to date.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bridges for the Deaf and Hard of Hearing, Contract # _____ November 17, 2020

Final invoices for the contract period should be received by Metro Payment Services by February 15, 2021. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Nashville Public Library, 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.
 - 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bridges for the Deaf and Hard of Hearing, Contract # _____ November 17, 2020

approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- 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. **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.10. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.10.1 Proof of Insurance

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

D.10.2 General Liability Insurance

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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Bridges for the Deaf and Hard of Hearing, Contract # _____ November 17, 2020**

D.10.3 Automobile Liability Insurance

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

D.10.4 Worker's Compensation Insurance

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

D.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 Such insurance shall:

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

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

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

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

D.10.7

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

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

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

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bridges for the Deaf and Hard of Hearing, Contract # _____ November 17, 2020

are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

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

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

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

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

- D.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 12. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 13. **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.14. **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.15. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bridges for the Deaf and Hard of Hearing, Contract # _____ November 17, 2020

- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.
- The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D. 20. **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.21. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bridges for the Deaf and Hard of Hearing, Contract # _____ November 17, 2020

D.22. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

For inquiries regarding invoices:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

Recipient

Nancy Denning-Martin, President & CEO
Bridges for the Deaf and Hard of Hearing
935 Edgehill Avenue
Nashville, TN 37203
615-290-5147, phone

D.23. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.24. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bridges for the Deaf and Hard of Hearing, Contract # _____ November 17, 2020

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO RISK AND INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: Bridges for the Deaf and Hard of Hearing

By: Nancy Downing-Norton

Title: Chief Executive Officer

Sworn to and subscribed to before me a Notary Public, this 10 day of December, 2012020 ^{12/10/20}

Notary Public



J. Eric Work

My Commission expires 5/9/23 -

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Bridges for the Deaf and Hard of Hearing, Contract # _____ November 17, 2020**

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

**RECIPIENT: Bridges for the Deaf and Hard of
Hearing**

APPROVED AS TO AVAILABILITY OF
FUNDS:

By: _____

Title: Chief Executive Officer

Kevin Crumboltz MJW T&E

Director of Finance

Sworn to and subscribed to before me a Notary
Public, this ___ day
of _____, 201__

Notary Public

APPROVED AS TO RISK AND
INSURANCE:

Balogun Cobb

Director of Insurance

APPROVED AS TO FORM AND
LEGALITY:

Matthew Garth

Metropolitan Attorney

My Commission expires _____ -

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

ATTACHMENT 1

SPENDING PLAN

FY 21Name of Contractor: Bridges for the Deaf and Hard of Hearing

ITEM #	ITEM	Funds Provided via This Contract	Other Funding Sources	TOTAL
1A	Personnel-Staff Salaries	\$20,000		\$20,000
1B	Personnel-Staff Fringe Benefits (percent)	\$0		\$0
2	Professional Fees	\$0		\$0
3	Supplies	\$0		\$0
4	Communications- phone, etc.*	\$0		\$0
5	Postage and Shipping	\$0		\$0
6	Occupancy	\$0		\$0
7	Equipment Rental and Maintenance	\$0		\$0
8	Printing and Publications	\$0		\$0
9	Travel/Conferences and Meetings	\$0		\$0
10	Insurance	\$0		\$0
11	Specific Assistance to Individuals	\$0		\$0
12	Other Non-Personnel	\$0		\$0
	TOTALS	\$20,000		\$20,000

Grant contract between the Metropolitan Government of Nashville and Davidson County and Catholic Charities of Tennessee, Inc., Contract # _____ November 17, 2020

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Catholic Charities of Tennessee, Inc.**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro"), and Catholic Charities of Tennessee, Inc., ("Recipient"), is for the provision of literacy services, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Refugees and immigrants have been disproportionately affected by the COVID-19 pandemic. They are more likely to work in jobs considered essential services, more likely to live in neighborhoods considered virus hotspots, and they have had a higher rate of infection. Cultural, structural and linguistic barriers have made it more difficult for them to access services and reliable information. When MNPS closed schools in March 2020 due to the pandemic, children and families Catholic Charities service in their Refugee Youth Program are among the most vulnerable to the negative impacts of educational disruption. They are English language learners (ELL) and have already had their formal education disrupted due to their migration experience. Many have not had time to develop a comfortable familiarity with the U.S. School system and culture prior to the disruption of the pandemic. A majority lack sufficient devices and internet connectivity to meet the needs of all the school-aged children in their home during virtual school. Language barriers make connecting to the schools and understanding the digital platforms required for virtual learning difficult, if not impossible. Catholic Charities has risen to the challenge of shifting our services to meet these needs. Catholic Charities has developed a Super Supporter program with the goal of connecting every child and family they serve with a Super Supporter who will help them succeed in virtual school

The Recipient will use the funds to support their Super Supporter Program. The Super Supporter Program will assist refugee and immigrant families in connecting to programs to meet their basic needs, ensure that they have access to the necessary technology for virtual school, connect the families and schools, meet virtually with families weekly, and offer student and caregiver support groups.

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Catholic Charities of Tennessee, Inc., Contract # _____ November 17, 2020

B.1. **Grant Contract Term.** The term of this Grant will be nine (9) months, commencing on March 1, 2020 and ending on December 30, 2020. 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 Twenty Three Thousand Four Hundred Forty Five dollars (\$23,445). 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.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted not more often than monthly and indicate at a minimum the amount charged by the Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced and the total amount charged under this Grant Contract to date.

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

Final invoices for the contract period should be received by Metro Payment Services by February 15, 2021. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Nashville Public Library, 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Catholic Charities of Tennessee, Inc., Contract # _____ November 17, 2020

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.

D.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Catholic Charities of Tennessee, Inc., Contract # _____ November 17, 2020

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. **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.10. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.10.1 Proof of Insurance

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

D.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 Worker's Compensation Insurance

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

D.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 Such insurance shall:

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

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance

Grant contract between the Metropolitan Government of Nashville and Davidson County and Catholic Charities of Tennessee, Inc., Contract # _____ November 17, 2020

or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

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

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

D.10.7

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

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

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

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

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

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

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

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

D.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Catholic Charities of Tennessee, Inc., Contract # _____ November 17, 2020

- D. 12. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 13. **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.14. **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.15. **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.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Catholic Charities of Tennessee, Inc., Contract # _____ November 17, 2020

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

- D. 20. **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.21. **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.22. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

For inquiries regarding invoices:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

Recipient

Jennifer Escue, Refugee Youth Services Supervisor
Catholic Charities of Tennessee, Inc.
2806 McGavock Pike
Nashville, TN 37214

Grant contract between the Metropolitan Government of Nashville and Davidson County and Catholic Charities of Tennessee, Inc., Contract # _____ November 17, 2020

615-760-2784, phone

- D.23. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.
- D.24. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Catholic Charities of Tennessee, Inc., Contract # _____ November 17, 2020

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

APPROVED AS TO AVAILABILITY OF
FUNDS:

Director of Finance

APPROVED AS TO RISK AND
INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND
LEGALITY:

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

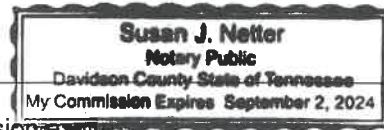
RECIPIENT: Catholic Charities of Tennessee,
Inc.

By: *J. Johnson*

Title: Executive Director

Sworn to and subscribed to before me a Notary
Public, this 20 day
of November, 2020

Notary Public



My Commission expires _____

Grant contract between the Metropolitan Government of Nashville and Davidson County and Catholic Charities of Tennessee, Inc., Contract # _____ November 17, 2020

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: Catholic Charities of Tennessee, Inc.

APPROVED AS TO AVAILABILITY OF FUNDS:

By: _____

Title: Executive Director

Kevin Crumbolt *TE* *MJW*

Director of Finance

Sworn to and subscribed to before me a Notary Public, this ___ day of _____, 201__

Notary Public

APPROVED AS TO RISK AND INSURANCE:

Balogun Colob

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Matthew Gartle

Metropolitan Attorney

My Commission expires _____ -

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

ATTACHMENT 1

SPENDING PLAN

FY 21Name of Contractor: Catholic Charities of Tennessee, Inc.

ITEM #	ITEM	Funds Provided via This Contract	Other Funding Sources	TOTAL
1A	Personnel-Staff Salaries	\$17,000		\$17,000
1B	Personnel-Staff Fringe Benefits (30%)	\$3,000		\$3,000
2	Professional Fees	\$3,445		\$3,445
3	Supplies	\$0		\$0
4	Communications-phone, etc.*	\$0		\$0
5	Postage and Shipping	\$0		\$0
6	Occupancy	\$0		\$0
7	Equipment Rental and Maintenance	\$0		\$0
8	Printing and Publications	\$0		\$0
9	Travel/Conferences and Meetings	\$0		\$0
10	Insurance	\$0		\$0
11	Specific Assistance to Individuals	\$0		\$0
12	Other Non-Personnel	\$0		\$0
	TOTALS	\$23,445		\$23,445

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Public Library Foundation, Contract # _____ November 17, 2020

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Nashville Public Library Foundation**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro"), and Nashville Public Library Foundation, ("Recipient"), is for the provision of literacy services, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

- A.1. Nashville Public Library Foundation's Bringing Books to Life (BBTL) is a free, award-winning early literacy program developed in partnership with early childhood educators and performance artists. BBTL trains childcare providers and teachers to implement developmentally appropriate, literature-based, activities in the classroom. Families of BBTL trained agencies and schools are invited to participate in family literacy workshops that encourage reading and positive literacy experiences at home. Children directly benefit from BBTL led story times and Puppet Truck performances. BBTL equips teachers, parents and children with the skills and tools to foster reading readiness at home and lay the foundation for future school success.

Due to the COVID-19 pandemic, beginning in mid-March 2020, BBTL suspended live programming indefinitely. Given that BBTL is a program based upon live, interactive experiences with literature and puppetry arts, supplying high quality programming while still adhering to the guidelines set forth by the CDC has been challenging. With the closure of Nashville Public Library (NPL) and Metro Nashville Public Schools (MNPS), this resulted in the cancellation of nearly 100 programs, and nearly 25% of the cancelled programs were set to take place at MNPS locations. At the same time, the majority of BBTL's partner preschools and early childhood education programs closed and/or shifted to online services. Only 16% of BBTL partner sites were open at the end of April 2020. As of June 30, 2020, only 37% of BBTL's partner sites have reopened. MNPS schools account for 18% of closed partner sites. BBTL quickly pivoted outreach to an online format. BBTL purchased a Zoom license and a Vimeo account to continue digital outreach to partner sites in an accessible way. Vimeo allow videos to be downloaded so a parent or teacher could download a video in a location with Wi-Fi to watch later.

The Recipient will use the funds to promote reading skills, artistic exploration, and critical-thinking in a whole-child approach to literacy education. BBTL will focus efforts on Davidson County zip codes most affected by COVID-19 and at highest risk to the illness due to both prevalence of COVID-19 and access to health services. This includes over 80 schools listed within 12 zip codes across greater Nashville as identified by Vanderbilt University Medical Center.

BBTL will present Loving & Learning family workshops to a projected 250 individuals within early childhood education programs in Davidson County. This included both guardians and children; while some workshops are for guardians only, others encourage guardian/child interaction.

BBTL will present teacher trainings and story times to a projected 500 teachers and children in early childhood education programs in Davidson County. BBTL will provide scheduled and on-demand teacher trainings over Zoom on a monthly basis.

BBTL will create instructional videos of staff discussing book titles on various topics, NPL resources, and modeling literacy-based activities that can be done at home or school to send to parents/guardians and educators.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Public Library Foundation, Contract # _____ November 17, 2020

BBTL will provide contactless delivery of curriculum materials to partner agencies and conduct story times over Zoom to partner sites.

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be nine (9) months, commencing on March 1, 2020 and ending on December 30, 2020. 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 Twenty Three Thousand Four Hundred Forty Six dollars (\$23,446). 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.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted not more often than monthly and indicate at a minimum the amount charged by the Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, the total amount charged under this Grant Contract to date.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Public Library Foundation, Contract # _____ November 17, 2020

Final invoices for the contract period should be received by Metro Payment Services by February 15, 2021. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Nashville Public Library, 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.
 - 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

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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. **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.10. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.10.1 Proof of Insurance

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

D.10.2 General Liability Insurance

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

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D.10.3 Automobile Liability Insurance

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

D.10.4 Worker's Compensation Insurance

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

D.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 Such insurance shall:

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

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

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

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

D.10.7

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

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

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

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Public Library Foundation, Contract # _____ November 17, 2020

are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

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

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

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

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

- D.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 12. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 13. **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.14. **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.15. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Public Library Foundation, Contract # _____ November 17, 2020

- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

- D. 20. **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.21. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Public Library Foundation, Contract # _____ November 17, 2020

D.22. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

For enquiries regarding invoices:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

Recipient

Shawn Bakker, President and CEO
Nashville Public Library Foundation
615 Church Street
Nashville, TN 37219
615-880-2610, phone

D.23. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.24. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville Public Library Foundation, Contract # _____ November 17, 2020

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: Nashville Public Library Foundation

APPROVED AS TO AVAILABILITY OF FUNDS:

By: *Shan Baker*

Title: Chief Executive Officer

Kevin Crumbolt TE MJW
Director of Finance

Sworn to and subscribed to before me a Notary Public, this 24 day of NOVEMBER, ~~201~~2020

Notary Public

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb
Director of Insurance



APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

Angela McElrath-Prosser

My Commission expires 10/2/2023.

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

ATTACHMENT 1**SPENDING PLAN**FY 21Name of Contractor: Nashville Public Library Foundation

ITEM #	ITEM	Funds Provided via This Contract	Other Funding Sources	TOTAL
1A	Personnel-Staff Salaries	\$23,446.00	\$196,723.93	\$220,169.93
1B	Personnel-Staff Fringe Benefits (30%)	\$0.00	\$76,913.76	\$76,913.76
2	Professional Fees	\$0.00	\$1,000.00	\$1,000.00
3	Supplies	\$0.00	\$7,267.00	\$7,267.00
4	Communications-phone, etc.*	\$0.00	\$800.00	\$800.00
5	Postage and Shipping	\$0.00	\$500.00	\$500.00
6	Occupancy	\$0.00	\$0.00	\$0.00
7	Equipment Rental and Maintenance	\$0.00	\$0.00	\$0.00
8	Printing and Publications	\$0.00	\$0.00	\$0.00
9	Travel/Conferences and Meetings	\$0.00	\$10,000.00	\$10,000.00
10	Insurance	\$0.00	\$0.00	\$0.00
11	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
12	Other Non-Personnel	\$0.00	\$9,500.00	\$9,500.00
TOTALS		\$23,446.00	\$302,704.69	\$326,150.69

Grant contract between the Metropolitan Government of Nashville and Davidson County and Project Transformation Tennessee, Inc., Contract # _____ November 17, 2020

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Project Transformation Tennessee, Inc.**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro"), and Project Transformation Tennessee, Inc., ("Recipient"), is for the provision of literacy services, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. Project Transformation (PT) is an evidence-based children's literacy program that transforms lives and revitalizes economically distressed communities experiencing poverty and instability by providing educational opportunities, fostering positive leadership, and engaging individuals in effective social outreach. In mid-March 2020, at the start of the COVID-19 public health emergency, PT's program pivoted to focus on relationships, calling each family to check-in on their well-being amidst the uncertainty. PT asked about their access to technology and ways that PT could support them. PT referred them to resources, including sources for meals and opportunities for learning offered by Metro Nashville Public Schools (MNPS). COVID-19 only exacerbated the effects of poverty, uncertainty, anxiety, hunger, social emotional health and the educational needs of children. With school ending early, children spent almost five months at home. Parents are struggling to coordinate virtual learning for children and PT believes that many are vulnerable to falling further behind. PT will continue to meet the food, education, and social emotional health needs of children in three unique neighborhoods.

Families reported to PT a high interest in online programming and enrichment for their children. In order to avoid duplication, we created virtual programming based on PT's afterschool model to complement offerings from MNPS. PT created a private parent Facebook group to interact with families, provide resources and videos with challenges for the students. PT also created a private YouTube channel to post activity videos, created by our young adults focused on reading intervention, health habits, afternoon adventures, and mindfulness tools.

The Recipient will use the funds to provide high-quality, relational support to children that engage them in both literacy and social emotional development so that they might thrive despite the COVID-19 pandemic. Starting in the fall of 2020, PT's programs will reach children, grades K-8, with a virtual afterschool program, weekly interactive online sessions with their peers, weekly phone check-ins with families, virtual homework help, and distribution of food and learning supply kits in Antioch, Madison, and East Nashville.

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Project Transformation Tennessee, Inc., Contract # _____ November 17, 2020

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be nine (9) months, commencing on March 1, 2020 and ending on December 30, 2020. 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 Twenty Two Thousand Seven Hundred Seventy Two dollars (\$22,772). 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.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted not more often than monthly and indicate at a minimum the amount charged by the Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, the total amount charged under this Grant Contract to date.

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 by February 15, 2021. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Nashville Public Library, 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Project Transformation Tennessee, Inc., Contract # _____ November 17, 2020

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.
- 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Project Transformation Tennessee, Inc., Contract # _____ November 17, 2020

- 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. **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.10. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.10.1 Proof of Insurance

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

D.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 Worker's Compensation Insurance

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

D.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers,

Grant contract between the Metropolitan Government of Nashville and Davidson County and Project Transformation Tennessee, Inc., Contract # _____ November 17, 2020

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

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

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

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

D.10.7

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

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

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

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

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

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Project Transformation Tennessee, Inc., Contract # _____ November 17, 2020

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

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

- D.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 12. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 13. **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.14. **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.15. **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.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Project Transformation Tennessee, Inc., Contract # _____ November 17, 2020

D.19. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

D. 20. **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.21. **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.22. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

For enquiries regarding invoices:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

Grant contract between the Metropolitan Government of Nashville and Davidson County and Project Transformation Tennessee, Inc., Contract # _____ November 17, 2020

Recipient

Carrie Sherrill, Director of Development
Project Transformation Tennessee, Inc.
1008 19th Avenue, S.
Nashville, TN 37212
615-810-9620, phone

D.23. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.24. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Project Transformation Tennessee, Inc., Contract # _____ November 17, 2020

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

APPROVED AS TO AVAILABILITY OF
FUNDS:

Director of Finance

APPROVED AS TO RISK AND
INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND
LEGALITY:

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

**RECIPIENT: Project Transformation
Tennessee, Inc.**

By: Craig Skelliff

Title: Director of Development

Sworn to and subscribed to before me a Notary
Public, this 4 day
of December, 2020

Notary Public



My Commission expires 6/7/2023

Grant contract between the Metropolitan Government of Nashville and Davidson County and Project Transformation Tennessee, Inc., Contract # _____ November 17, 2020

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: Project Transformation Tennessee, Inc.

APPROVED AS TO AVAILABILITY OF FUNDS:

By: _____

Title: Director of Development

Kevin Crumbolt *TE* *MJU*

Director of Finance

Sworn to and subscribed to before me a Notary Public, this ___ day of _____, 201__

Notary Public

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Matthew Gault

Metropolitan Attorney

My Commission expires _____ -

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

ATTACHMENT 1

SPENDING PLAN

FY 21Name of Contractor: Project Transformation Tennessee, Inc.

ITEM #	ITEM	Funds Provided via This Contract	Other Funding Sources	TOTAL
1A	Salaries and Wages	\$19,063.75	\$137,285.27	\$156,349.02
1B	Benefits and Taxes (PERCENT)	\$1,458.25	\$19,793.76	\$21,252.01
2	Professional Fees		\$814.50	\$814.50
3	Supplies & Curriculum	\$1,000.00	\$9,940.21	\$10,940.21
4	Intern Development, Recruit and Train		\$2,094.50	\$2,094.50
5	Intern Housing and Meals		\$3,600.00	\$3,600.00
6	Background Checks		\$1,423.06	\$1,423.06
7	Volunteer Appreciation		\$298.32	\$298.32
8	Postage and Shipping		\$318.00	\$318.00
9	Occupancy	\$1,250.00		\$1,250.00
10	Professional Development		\$1,500.00	\$1,500.00
11	Travel/ Conferences and Meetings		\$2,660.00	\$2,660.00
12	Insurance		\$8,641.00	\$8,641.00
13	Student Lunches and Snacks		\$66,560.00	\$66,560.00
14	Indirect Expenses		\$104,283.28	\$104,283.28
	TOTALS	\$22,772.00	\$359,211.90	\$381,983.90

Grant contract between the Metropolitan Government of Nashville and Davidson County and Preston Taylor Ministries, Contract # _____ November 17, 2020

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Preston Taylor Ministries**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, Nashville Public Library ("Metro"), and Preston Taylor Ministries, ("Recipient"), is for the provision of literacy services, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

- A.1. Preston Taylor Ministries (PTM) services over 300 children and youth from 150 families who classify as either Low Income or are First Generation Americans. Beginning in mid-March 2020 when shelter in place began, over 100 of the families served by PTM lost income. For a community with little margin for emergencies, this led to significant delay and forfeiture of paying for necessities. Children and youth living with the anxiety created by instability are pushed even further behind in ability to learn. On top of the emergency financial needs created, students were out of school during a crucial learning period. PTM students suffer from significant "summer slide" in academic development. COVID-19 shutdowns have led to PTM students being out of school more than twice as long as normal school year. Virtual learning has not been an adequate substitute and many PTM students have lost reading gains from the previous school year, meaning they are behind where they would normally be which is already below average.

The Recipient will use the funds to provide enhanced, consistent, in-person expert reading instruction for 100, K-4th grade students through an in-person afterschool program August 2020 – December 2020 to increase these students reading fluency and help get them back on track. This will help combat the extended "summer slide" in academic development due to COVID-19 shutdowns.

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be nine (9) months, commencing on March 1, 2020 and ending on December 30, 2020. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Preston Taylor Ministries, Contract # _____ November 17, 2020

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed Twenty Three Thousand, Four Hundred Forty Six dollars (\$23,446). 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.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted not more often than monthly and indicate at a minimum the amount charged by the Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, the total amount charged under this Grant Contract to date.

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 by February 15, 2021. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Nashville Public Library, 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Preston Taylor Ministries, Contract # _____ November 17, 2020

- 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.
- 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Preston Taylor Ministries, Contract # _____ November 17, 2020

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. **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.10. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.10.1 Proof of Insurance

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

D.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 Worker's Compensation Insurance

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

D.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 Such insurance shall:

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

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

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and

Grant contract between the Metropolitan Government of Nashville and Davidson County and Preston Taylor Ministries, Contract # _____ November 17, 2020

volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

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

D.10.7

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

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

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

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

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

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

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

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

- D.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 12. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Preston Taylor Ministries, Contract # _____ November 17, 2020

D. 13. 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.14. **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.15. **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.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.19. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All

Grant contract between the Metropolitan Government of Nashville and Davidson County and Preston Taylor Ministries, Contract # _____ November 17, 2020

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. 20. **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.21. **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.22. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

For enquiries regarding invoices:
Nashville Public Library
Assistant Director of Administrative Services
615 Church Street
Nashville, TN 37219
(615) 880-2614 phone

Recipient

Chan Sheppard, Executive Director
Preston Taylor Ministries
4014 Indiana Avenue
Nashville, TN 37209
615-596-4386, phone

- D.23. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Preston Taylor Ministries, Contract # _____ November 17, 2020

- 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.24. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Preston Taylor Ministries, Contract # _____ November 17, 2020

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: Preston Taylor Ministries

By: _____

APPROVED AS TO AVAILABILITY OF FUNDS:

Title: Executive Director

Kevin Crumboltz TE MJW
Director of Finance

Sworn to and subscribed to before me a Notary Public, this 20 day of November, 2020

Notary Public

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb
Director of Insurance



APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

Stephanie Gravert-Spitzer
My Commission expires Sept. 2, 2024

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

ATTACHMENT 1**SPENDING PLAN**FY 21Name of Contractor: Preston Taylor Ministries

ITEM #	ITEM	Funds Provided via This Contract	Other Funding Sources	TOTAL
1A	Personnel-Staff Salaries	\$23,446	\$14,554	\$38,000
1B	Personnel-Staff Fringe Benefits (percent)	\$0	\$2,907	\$2,907
2	Professional Fees	\$0	\$500	\$500
3	Supplies	\$0	\$1,200	\$1,200
4	Communications-phone, etc.*	\$0	\$250	\$250
5	Postage and Shipping	\$0	\$150	\$150
6	Occupancy	\$0	\$8,200	\$8,200
7	Equipment Rental and Maintenance	\$0	\$1,200	\$1,200
8	Printing and Publications	\$0	\$400	\$400
9	Travel/Conferences and Meetings	\$0	\$0	\$0
10	Insurance	\$0	\$2,600	\$2,600
11	Specific Assistance to Individuals	\$0	\$0	\$0
12	Other Non-Personnel	\$0	\$6,200	\$6,200
TOTALS		\$23,446	\$38,161	\$61,607

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
INTERFAITH DENTAL CLINIC OF NASHVILLE**

This Grant Contract by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Interfaith Detail Clinic of Nashville ("Recipient"), is to support nonprofit agencies adversely affected by the Covid pandemic. The goal is to reimburse nonprofit agencies for unreimbursed COVID-related expenses used to support agencies in providing financial, case management, counseling, or other services to help individuals, families, and households In Davidson County to achieve economic and social stability, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report is incorporated herein by reference.

A. SCOPE OF PROGRAM from Recipient's Application:

- A.1. Because dental work involves close proximity of patient and dental workers, additional staff and patient personal protective equipment, technological air-cleaning equipment, specialized external suction devices to reduce aerosols that filters air near patients' mouths, and similar adjustments are made necessary because of the COVID-19 pandemic.
- A.2. The Recipient must spend these funds consistent with the **Grant Spending Plan**, attached and incorporated herein. The Recipient must collect data to evaluate the effectiveness of services and must provide those results to Metro upon request.

Prior to the adoption of a resolution appropriating funds to a nonprofit organization or the expenditure of funds authorized in the operating budget ordinance as an appropriation to a nonprofit organization, such nonprofit organization shall submit to the metropolitan government the following information:

1. A copy of its corporate charter or other articles, constitution, bylaws, or instruments of organization;
2. A copy of a letter from the Internal Revenue Service evidencing the fact that the organization is a nonprofit, tax-exempt organization under the Internal Revenue Code of 1986, as amended;
3. A statement of the nature and extent of the organization's program that serves the residents of the metropolitan government;
4. The proposed use of the funds to be provided by the metropolitan government [A.1 Scope of Service];
5. The proposed budget of the organization, indicating all sources of funds and a line-item identification of the proposed expenditure of metropolitan government funds;
6. For organizations with an annual operating budget in excess of fifty thousand dollars receiving a grant or grants in excess of five thousand dollars during any one fiscal year, a copy of the organization's audit for the most recent fiscal year. For purposes of this subsection, "audit" means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. Organizations that are exempt from submitting an audit from the most recent fiscal year pursuant to this subsection shall comply with the audit requirements of Tennessee Code Annotated Section 7-3-314.

A.3. The Recipient will only utilize these funds for Covid Pandemic-related services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. The Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be ten (10) months, commencing on March 1, 2020 and ending on December 30, 2020. 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 \$49,000. The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient. Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1. *All funds must be used for COVID-related expenses associated with services for those impacted by the Covid Pandemic that have not been previously reimbursed. Funds must be expended in the time period March 1-December 30, 2020. The retroactive date March 1, 2020 provides an opportunity for a nonprofit to receive funding for expenses that went unfunded as the pandemic hit and needs increased. Expenses already reimbursed through the FY19-20 CPF grant, other Metro grants or contracts, or other COVID-specific funding are NOT eligible under this CPF grant.*

Recipient must send an invoice for expenses incurred from March 1, 2020 through June 30, 2020 by close of business October 31, 2020, or within 15 days of filing with the Office of the Metropolitan Clerk if that filing is later than October 31, 2020.

An invoice for additional expenses incurred July 1, 2020 through December 31, 2020 is due by close of business January 15, 2021.

Email invoices to Lee Stewart, CPF Coordinator, Metro Social Services, PO Box 196300, Nashville TN 37219-6300.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro Social Services by close of business January 15, 2021 at the address in C.2. above. 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.
 - 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. **Final Program Report.** The Recipient must submit a Final Program Report, to be received by Metro Social Services, within 30 [thirty] days of the end of the Grant Contract. Said report must detail the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. Indemnification and Hold Harmless.

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

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

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

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

D.15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.17. Governing Law and Venue. The validity, construction, and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

D.18. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Headings. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.20. Metro Interest in Equipment. The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00. The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all

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

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

Lee Stewart, CPF Coordinator
Metro Social Services
Community Partnership Fund Coordinator
PO Box 196300, Nashville TN 37219-6300
Phone 615-862-6975 or 615-862-6400; Fax 615-862-6973

Recipient:

Dr. Rhonda Switzer-Nadasdi
Interfaith Dental Clinic of Nashville, Inc.
600 Hill Avenue, Suite 101

Nashville, TN 37210

- D.24. Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.
- D.25. 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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**METROPOLITAN SOCIAL SERVICES OF NASHVILLE AND DAVIDSON COUNTY
COVID COMMUNITY PARTNERSHIP FUND (CPF)
PROGRAM SPENDING PLAN**

AGENCY: Interfaith Dental of Nashville, Inc.

The Program Spending Plan should realistically estimate how much money is needed from Metro Government for this program. This application should be for funds which are absolutely essential for the program, not to exceed \$50,000 per project. The Program Spending Plan will be reviewed for cost effectiveness and for the direct relationship between planned expenditures and client outcomes.

Column 2 should include only non-Metro funds which are used for this specific program, NOT the entire agency budget. For each line item, amounts should be rounded off to the nearest \$100.

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE GRANT PERIOD: 03/01/20 through 12/31/20				
EXPENSE OBJECT LINE-ITEM CATEGORY	Column 1 REQUESTED CEP GRANT FUNDS	Column 2 OTHER METRO/NON- METRO FUNDS used for this program	Column 3 TOTAL PROGRAM FUNDS	
Salaries and Wages	\$10,000.00		\$10,000.00	
Benefits and Taxes			\$0.00	
Professional Fees			\$0.00	
Supplies	\$6,800.00		\$6,800.00	
Communications			\$0.00	
Postage and Shipping			\$0.00	
Occupancy			\$0.00	
Equipment Rental and Maintenance	\$600.00		\$600.00	
Printing and Publications			\$0.00	
Travel/ Conferences and Meetings			\$0.00	
Insurance			\$0.00	
Specific Assistance to Individuals			\$0.00	
Other Non-Personnel	\$31,600.00		\$31,600.00	
Total Program Cost	\$49,000.00	\$0.00	\$49,000.00	
% of Program Budget	100%	0%	100%	

RESOURCE/REVENUE INFORMATION - Provide information on all sources of funding associated with this program's budget only:

Resource/Revenue - this program	Dollar Value	% of Program Budget
Metro Request (Budget Total Col. 1)		
Other Revenues Sources for this program (e.g. UW, foundations, donations...etc.):		
Total, must equal total in Program Budget Column 3 above	\$0.00	0%

**2020 COMMUNITY PARTNERSHIP FUND (CPF)
SPENDING PLAN NARRATIVE
FINANCIAL PROSPERITY APPLICATIONS**

This Spending Plan Narrative, should support items and clarify any budget item whose relationship to the proposal narrative is not obvious. The Spending Plan Narrative should be typed in this MS Word form. It justifies or explains Spending Plan items, relates them to project activities, and demonstrates that all costs are reasonable. For example, if applicable, the narrative should explain how salary percentages and fringe benefits were calculated as applied to the project, how travel costs or other costs were estimated, or why particular equipment or supplies must be purchased in order to implement the strategies proposed.

There is no word limit in the Spending Plan Narrative, but a concise summary is appreciated.

Because dental work involves close proximity of patient and dental workers, patient personal protective equipment, technological air-cleaning equipment, specialized external suction devices to reduce aerosols that filters air near patients' mouths, and similar adjustments are necessary during and beyond the COVID-19 pandemic. A Registered Dental Assistant was needed and is being utilized for tele-dentistry calls during the community shutdown for patients needing triage until they can be safely be scheduled for an appointment in the clinic.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT AGENCY:
APPROVED AS TO AVAILABILITY OF FUNDS:	By: <u>Alonda Sayer</u>
<u>Kevin Crumboltto</u> TE MJW	Title: <u>CEO</u>
Director of Finance	
APPROVED AS TO FORM AND LEGALITY	Sworn to and subscribed to before me a Notary Public, this <u>25th</u> day
<u>Matthew Gault</u>	of <u>September</u> , 2020
Metropolitan Attorney	Notary Public: <u>M. Grace Dumavant Davis</u>
FILED IN THE OFFICE OF THE CLERK:	METRO SOCIAL SERVICES:
Metropolitan Clerk	By: <u>Renie Bratt</u>
	Title: <u>Executive Director</u>

➤ Attach COVID CPF Grant Spending Plan <

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
NEEDLINK NASHVILLE INC.**

This Grant Contract by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and NeedLink Nashville Inc., ("Recipient"), is to support nonprofit agencies adversely affected by the Covid pandemic. The goal is to reimburse nonprofit agencies for unreimbursed COVID-related expenses used to support agencies in providing financial, case management, counseling, or other services to help individuals, families, and households In Davidson County to achieve economic and social stability, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report is incorporated herein by reference.

A. SCOPE OF PROGRAM from Recipient's Application:

A.1. Since the first of March, NeedLink Nashville has been able to assist approximately 4200 applicants, representing many additional family members with an urgent financial need. Recent clients received assistance to combat the economic hardships caused by COVID-19. NeedLink staff members have served an overwhelming number of clients who have lost jobs, had hours cut at their occupation or have had to stay home from work to care for children who were unable to be cared for by a babysitter or playschool. As clients have lost income, they have been unable to pay their rent, utilities, bills and have not been able to afford groceries and transportation. We have addressed the increased need with funding to pay rent and utilities.

Staff members worked diligently to create an online application expanding our service model to provide NeedLink a manner of collecting an application and all forms of identification, utility bill copies, rent notice documentation and other forms of evidence of the loss for our emergency financial assistance managers to provide counsel and assist with past due bills. During this time, to address the growing number of clients, we added six staff members-3 data entry professionals, 2 emergency financial assistance managers and 1 client services office manager. Routinely now we accept and process 300 applications per week.

Additionally, preventing our employees from contracting the disease, we have increased office and equipment sanitizing and provide all office staff with personal protective masks and gloves. Additionally, we purchased technology (laptops and phones) to permit our staff members to work remotely with the equipment to ensure that our services and personal client consultation could continue.

A.2. The Recipient must spend these funds consistent with the **Grant Spending Plan**, attached and incorporated herein. The Recipient must collect data to evaluate the effectiveness of services and must provide those results to Metro upon request.

Prior to the adoption of a resolution appropriating funds to a nonprofit organization or the expenditure of funds authorized in the operating budget ordinance as an appropriation to a nonprofit organization, such nonprofit organization shall submit to the metropolitan government the following information:

1. A copy of its corporate charter or other articles, constitution, bylaws, or instruments of organization;

2. A copy of a letter from the Internal Revenue Service evidencing the fact that the organization is a nonprofit, tax-exempt organization under the Internal Revenue Code of 1986, as amended;
 3. A statement of the nature and extent of the organization's program that serves the residents of the metropolitan government;
 4. The proposed use of the funds to be provided by the metropolitan government [A.1 Scope of Service];
 5. The proposed budget of the organization, indicating all sources of funds and a line-item identification of the proposed expenditure of metropolitan government funds;
 6. For organizations with an annual operating budget in excess of fifty thousand dollars receiving a grant or grants in excess of five thousand dollars during any one fiscal year, a copy of the organization's audit for the most recent fiscal year. For purposes of this subsection, "audit" means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. Organizations that are exempt from submitting an audit from the most recent fiscal year pursuant to this subsection shall comply with the audit requirements of Tennessee Code Annotated Section 7-3-314.
- A.3. The Recipient will only utilize these funds for Covid Pandemic-related services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. The Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.
- B. **GRANT CONTRACT TERM:**
- B.1. **Grant Contract Term.** The term of this Grant will be ten (10) months, commencing on March 1, 2020 and ending on December 30, 2020. 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 \$45,500. 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. *All funds must be used for COVID-related expenses associated with services for those impacted by the Covid Pandemic that have not been previously reimbursed. Funds must be expended in*

the time period March 1-December 30, 2020. The retroactive date March 1, 2020 provides an opportunity for a nonprofit to receive funding for expenses that went unfunded as the pandemic hit and needs increased. Expenses already reimbursed through the FY19-20 CPF grant, other Metro grants or contracts, or other COVID-specific funding are NOT eligible under this CPF grant.

Recipient must send an invoice for expenses incurred from March 1, 2020 through June 30, 2020 by close of business October 31, 2020, or within 15 days of filing with the Office of the Metropolitan Clerk if that filing is later than October 31, 2020.

An invoice for additional expenses incurred July 1, 2020 through December 31, 2020 is due by close of business January 15, 2021.

Email invoices to Lee Stewart, CPF Coordinator, Metro Social Services, PO Box 196300, Nashville TN 37219-6300.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro Social Services by close of business January 15, 2020 at the address in C.2. above. 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.
- 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. **Final Program Report.** The Recipient must submit a Final Program Report, to be received by Metro Social Services, within 30 [thirty] days of the end of the Grant Contract. Said report must detail the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.15. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.17. **Governing Law and Venue.** The validity, construction, and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in

accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

- D.18. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.20. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00. The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any 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 and enquiries regarding invoices:

Lee Stewart, CPF Coordinator
Metro Social Services
Community Partnership Fund Coordinator
PO Box 196300, Nashville TN 37219-6300
Phone 615-862-6975 or 615-862-6400; Fax 615-862-6973

Recipient:

Lee Anne Wills
NeedLink Nashville
P.O. Box 91107
Nashville, TN 37209

- D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.
- D.25. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

<p>THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:</p> <p>APPROVED AS TO AVAILABILITY OF FUNDS:</p> <p><i>Kevin Crumboltz</i> <i>TE</i> <i>MJW</i></p> <hr/> <p>Director of Finance</p>	<p>RECIPIENT AGENCY: NeedLink Nashville</p> <p>By: <i>[Signature]</i></p> <p>Title: <u>CEO</u></p>
<p>APPROVED AS TO FORM AND LEGALITY</p> <p><i>Matthew Garth</i></p> <hr/> <p>Metropolitan Attorney</p>	<p>Sworn to and subscribed to before me a Notary Public, this <u>30</u> day of <u>September</u>, 2020</p> <p>Notary Public: <i>[Signature]</i></p> <p>My Commission expires: <u>May 9, 2023</u></p>
<p>FILED IN THE OFFICE OF THE CLERK:</p> <hr/> <p>Metropolitan Clerk</p>	<p>METRO SOCIAL SERVICES:</p> <p>By: <i>[Signature]</i></p> <p>Title: <u>Executive Director</u></p>

➤ Attach COVID CPF Grant Spending Plan <



My Commission Expires May 9, 2023

**METROPOLITAN SOCIAL SERVICES OF NASHVILLE AND DAVIDSON COUNTY
COVID COMMUNITY PARTNERSHIP FUND (CPF)
PROGRAM SPENDING PLAN**

AGENCY:

The Program Spending Plan should realistically estimate how much money is needed from Metro Government for this program. This application should be for funds which are absolutely essential for the program, not to exceed \$50,000 per project. The Program Spending Plan will be reviewed for cost effectiveness and for the direct relationship between planned expenditures and client outcomes.

Column 2 should include only non-Metro funds which are used for this specific program, NOT the entire agency budget. For each line item, amounts should be rounded off to the nearest \$100.

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE GRANT PERIOD: 03/01/20 through 12/31/20			
EXPENSE OBJECT LINE-ITEM CATEGORY	Column 1 REQUESTED CEP GRANT FUNDS	Column 2 OTHER METRO/NON- METRO FUNDS used for this program	Column 3 TOTAL PROGRAM FUNDS
Salaries and Wages	\$29,500.00		
Benefits and Taxes	\$2,400.00		
Professional Fees	\$4,200.00		
Supplies	\$5,200.00		
Communications	\$1,000.00		
Postage and Shipping	\$1,200.00		
Occupancy	\$2,000.00		
Equipment Rental and Maintenance	\$0.00		
Printing and Publications	\$0.00		
Travel/ Conferences and Meetings	\$0.00		
Insurance	\$0.00		
Specific Assistance to Individuals	\$0.00		
Other Non-Personnel	\$0.00		
Total Program Cost	\$45,500.00	\$697,000.00	\$742,500.00
% of Program Budget	6%	94%	100%

RESOURCE/REVENUE INFORMATION - Provide information on all sources of funding associated with this program's budget only:

Resource/Revenue - this program	Dollar Value	% of Program Budget
Metro Request (Budget Total Col. 1)	\$45,500.00	6.1%
Other Revenues Sources for this program (e.g. UW, foundations, donations...etc.):		
Family Foundations and Foundations	\$40,000.00	5.4%
Corporations	\$387,000.00	52.1%
United Way	\$225,000.00	30.3%
EFSP	\$45,000.00	6.1%
Total, must equal total in Program Budget Column 3 above	\$742,500.00	100%

2020 COVID COMMUNITY PARTNERSHIP FUND (CPF) SPENDING PLAN NARRATIVE

NeedLink Nashville's Spending Plan itemization is based upon expenses incurred from March 2nd through August 24th, prior to the receipt of Metro Cares funding for reimbursement. No part of this budget was duplicated in Metro Cares budgeting not United Way funding.

Our request includes expenses to:

- Prepare our offices for staff and clients at the onset of COVID-19 with a safe and clean environment with increased cleaning expenses (named under professional fees), ensuring staff could work remotely and in the office on the days when remote work could not be possible due to the tasks at hand. This included a percentage of occupancy expenses.
- Virtually all clients completing our online application and visiting our office have been affected in some manner by COVID, having lost wages as a staff member due to a closing, having lost a job entirely, having to decline work with children at home who needed care or having been laid off or furloughed.
- Pay salaries associated with the additional staff members hired to manage COVID-19 counsel and funding. As NeedLink Nashville was also managing our more typical emergency needs, one-half of staff time was allocated to COVID specific care, though 3/4th of our funding during this time was associated with COVID-19 care.
- Enable our new and former staff members to work remotely with the equipment and technology to ensure that our services could continue. This included technology hardware and software to provide staff members laptops for remote work and phones for tele-counsel directly with clients. Included also was IT support for this operation.
- Expand our service model to additional provisions of financial assistance through an online application system. This included our design of an online application with fees from Formstack, Docu-Sign and increased Comcast capacity.
- Work with a tremendous increase in the demand for our services to provide immediate financial assistance during this economic crisis. This included additional hours and costs for our Accounting Contract Services (named under Professional Fees. This included an overwhelmingly significant increase in the number of clients we communicated with by mail during this period to notify of funding or unfortunate denial due to the need for documentation not submitted or additional documentation required for a funding decision.

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
OPERATION STAND DOWN TENNESSEE, INC.**

This Grant Contract by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Operation Stand Down Tennessee, Inc. ("Recipient"), is to support nonprofit agencies adversely affected by the Covid pandemic. The goal is to reimburse nonprofit agencies for unreimbursed COVID-related expenses used to support agencies in providing financial, case management, counseling, or other services to help individuals, families, and households In Davidson County to achieve economic and social stability, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report is incorporated herein by reference.

A. SCOPE OF PROGRAM from Recipient's Application:

A.1. OSDTN serves Veterans of the US Military as well as their spouses and families. In addition to agency support for COVID-related supplies and equipment, grant funds will be used for unreimbursed expenses to help those who have COVID 19-related loss of income by increasing employment services, providing emergency financial assistance for rent, utilities, and mortgages as well as to provide gift cards for groceries and needed supplies, and hotel stays for homeless Veterans enrolled in or applying for transitional housing who are required to quarantine due to COVID-19 screening, exposure, or positive testing. This plan will also align with the Davidson County COVID-19 Response Plan.

A.2.

The Recipient must spend these funds consistent with the **Grant Spending Plan**, attached and incorporated herein. The Recipient must collect data to evaluate the effectiveness of services and must provide those results to Metro upon request.

Prior to the adoption of a resolution appropriating funds to a nonprofit organization or the expenditure of funds authorized in the operating budget ordinance as an appropriation to a nonprofit organization, such nonprofit organization shall submit to the metropolitan government the following information:

1. A copy of its corporate charter or other articles, constitution, bylaws, or instruments of organization;
2. A copy of a letter from the Internal Revenue Service evidencing the fact that the organization is a nonprofit, tax-exempt organization under the Internal Revenue Code of 1986, as amended;
3. A statement of the nature and extent of the organization's program that serves the residents of the metropolitan government;
4. The proposed use of the funds to be provided by the metropolitan government [A.1 Scope of Service];
5. The proposed budget of the organization, indicating all sources of funds and a line-item identification of the proposed expenditure of metropolitan government funds;
6. For organizations with an annual operating budget in excess of fifty thousand dollars receiving a grant or grants in excess of five thousand dollars during any one fiscal year, a copy of the organization's audit for the most recent fiscal year. For purposes of this subsection, "audit" means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. Organizations that are exempt

from submitting an audit from the most recent fiscal year pursuant to this subsection shall comply with the audit requirements of Tennessee Code Annotated Section 7-3-314.

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

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be ten (10) months, commencing on March 1, 2020 and ending on December 30, 2020. 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 \$32,000. The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient. Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.
- C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1. *All funds must be used for COVID-related expenses associated with services for those impacted by the Covid Pandemic that have not been previously reimbursed. Funds must be expended in the time period March 1-December 30, 2020. The retroactive date March 1, 2020 provides an opportunity for a nonprofit to receive funding for expenses that went unfunded as the pandemic hit and needs increased. Expenses already reimbursed through the FY19-20 CPF grant, other Metro grants or contracts, or other COVID-specific funding are NOT eligible under this CPF grant.*

Recipient must send an invoice for expenses incurred from March 1, 2020 through June 30, 2020 by close of business October 31, 2020, or within 15 days of filing with the Office of the Metropolitan Clerk if that filing is later than October 31, 2020.

An invoice for additional expenses incurred July 1, 2020 through December 31, 2020 is due by close of business January 15, 2020.

Email invoices to Lee Stewart, CPF Coordinator, Metro Social Services, PO Box 196300, Nashville TN 37219-6300.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro Social Services by close of business January 15, 2020 at the address in C.2. above. 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.

- 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. **Final Program Report.** The Recipient must submit a Final Program Report, to be received by Metro Social Services, within 30 [thirty] days of the end of the Grant Contract. Said report must detail the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.15. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.17. **Governing Law and Venue.** The validity, construction, and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.18. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.20. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds

provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00. The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

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


Lee Stewart, CPF Coordinator
Metro Social Services
Community Partnership Fund Coordinator
PO Box 196300, Nashville TN 37219-6300
Phone 615-862-6975 or 615-862-6400; Fax 615-862-6973

Recipient:

Penny Anderson
Operation Stand Down Tennessee
1125 12th Avenue South
Nashville, TN 37203

- D.24. Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.
- D.25. Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

<p>THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:</p> <p>APPROVED AS TO AVAILABILITY OF FUNDS:</p> <p><u>Kevin Crumboltz TE MJW</u> Director of Finance</p>	<p>RECIPIENT AGENCY:</p> <p>By: <u>Penny Anderson</u></p> <p>Title: <u>Chief Development Officer</u></p>
<p>APPROVED AS TO FORM AND LEGALITY</p> <p><u>Matthew Garth</u> Metropolitan Attorney</p>	<p>Sworn to and subscribed to before me a Notary Public, this <u>25th</u> of <u>September</u></p> <p>Notary Public: <u>Teresa J. Herrera</u></p> <p>My Commission expires: <u>10-10-2020</u></p> 
<p>FILED IN THE OFFICE OF THE CLERK:</p> <p>_____ Metropolitan Clerk</p>	<p>METRO SOCIAL SERVICES:</p> <p>By: <u>Renee Pratt</u></p> <p>Title: _____</p>

➤ Attach COVID CPF Grant Spending Plan <

METROPOLITAN SOCIAL SERVICES OF NASHVILLE AND DAVIDSON COUNTY

3 of 6

**COVID COMMUNITY PARTNERSHIP FUND (CPF)
REVISED PROGRAM SPENDING PLAN****AGENCY: Operation Stand Down Tennessee**

The Program Spending Plan should realistically estimate how much money is needed from Metro Government for this program. This application should be for funds which are absolutely essential for the program, not to exceed \$50,000 per project. The Program Spending Plan will be reviewed for cost effectiveness and for the direct relationship between planned expenditures and client outcomes.

Column 2 should include only non-Metro funds which are used for this specific program, NOT the entire agency budget. **For each line item, amounts should be rounded off to the nearest \$100.**

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE GRANT PERIOD: 03/01/20 through 12/31/20			
EXPENSE OBJECT LINE-ITEM CATEGORY	Column 1 REQUESTED CEP GRANT FUNDS	Column 2 OTHER METRO/NON- METRO FUNDS used for this program	Column 3 TOTAL PROGRAM FUNDS
Salaries and Wages	\$4,500.00	\$88,700.00	\$93,200.00
Benefits and Taxes	\$500.00	\$6,700.00	\$7,200.00
Professional Fees			\$0.00
Supplies		\$4,300.00	\$4,300.00
Communications			\$0.00
Postage and Shipping			\$0.00
Occupancy			\$0.00
Equipment Rental and Maintenance			\$0.00
Printing and Publications			\$0.00
Travel/ Conferences and Meetings			\$0.00
Insurance			\$0.00
Specific Assistance to Individuals	\$22,000.00	\$78,500.00	\$100,500.00
Other Non-Personnel	\$5,000.00		\$5,000.00
Total Program Cost	\$32,000.00	\$178,200.00	\$210,200.00
% of Program Budget	15%	85%	100%

RESOURCE/REVENUE INFORMATION - Provide information on all sources of funding associated with this program's budget only:

Resource/Revenue - this program	Dollar Value	% of Program Budget
Metro Request (Budget Total Col. 1)	\$50,000.00	24.0%
Other Revenues Sources for this program (e.g. UW, foundations, donations...etc.):		
TN CARES	\$146,700.00	69.0%
Bob Woodruff Foundation	\$500.00	0.0%
Nashville COVID Relief Fund	\$15,000.00	7.0%
Total, must equal total in Program Budget Column 3 above	\$212,200.00	100%

**2020 COVID COMMUNITY PARTNERSHIP FUND (CPF)
SPENDING PLAN NARRATIVE**

This Spending Plan Narrative, should support items and clarify any budget item whose relationship to the proposal narrative is not obvious. The Spending Plan Narrative should be typed in this MS Word form. It justifies or explains Spending Plan items, relates them to project activities, and demonstrates that all costs are reasonable. For example, if applicable, the narrative should explain how salary percentages and fringe benefits were calculated as applied to the project, how travel costs or other costs were estimated, or why particular equipment or supplies must be purchased in order to implement the strategies proposed.

There is no word limit in the Spending Plan Narrative, but a concise summary is appreciated.

Operation Stand Down Tennessee

A. Salaries & Wages - \$4,500

- i. A portion of Career Services staff based in Davidson County, for the period of November 16 – December 31 to provide career transition services to those Davidson County clients impacted by COVID-19. This period is the only period not billed to TN CARES or other federal contracts.

B. Benefits - \$500

- i. This amount covers a portion of the taxes and benefits paid during this period for Career Services staff. Taxes calculated at 7.65%

C. Specific Assistance to Individuals - \$22,000

- i. Funds will be used to pay utilities, rent, or mortgages for clients in Davidson County and to purchase gift cards for stores like Kroger, Publix, Walmart and Target to provide to individuals in Davidson County impacted by COVID-19.

D. Other Non-Personnel - \$5,000

- i. Funds will be used to cover hotel and stay-related expenses for Veterans enrolled in or applying for transitional housing who are required to quarantine due to COVID-19 screening, confirmed exposure, or positive testing.

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

This Grant Contract by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Rebuilding Together Nashville ("Recipient"), is to support nonprofit agencies adversely affected by the Covid pandemic. The goal is to reimburse nonprofit agencies for unreimbursed COVID-related expenses used to support agencies in providing financial, case management, counseling, or other services to help individuals, families, and households In Davidson County to achieve economic and social stability, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report is incorporated herein by reference.

A. SCOPE OF PROGRAM from Recipient's Application:

- A.1. Rebuilding Together will use grant funds to provide critical home repairs to help COVID vulnerable homeowners stay safe in their homes while they self-isolate.
- A.2. The Recipient must spend these funds consistent with the **Grant Spending Plan**, attached and incorporated herein. The Recipient must collect data to evaluate the effectiveness of services and must provide those results to Metro upon request.

Prior to the adoption of a resolution appropriating funds to a nonprofit organization or the expenditure of funds authorized in the operating budget ordinance as an appropriation to a nonprofit organization, such nonprofit organization shall submit to the metropolitan government the following information:

- 1. A copy of its corporate charter or other articles, constitution, bylaws, or instruments of organization;
- 2. A copy of a letter from the Internal Revenue Service evidencing the fact that the organization is a nonprofit, tax-exempt organization under the Internal Revenue Code of 1986, as amended;
- 3. A statement of the nature and extent of the organization's program that serves the residents of the metropolitan government;
- 4. The proposed use of the funds to be provided by the metropolitan government [A.1 Scope of Service];
- 5. The proposed budget of the organization, indicating all sources of funds and a line-item identification of the proposed expenditure of metropolitan government funds;
- 6. For organizations with an annual operating budget in excess of fifty thousand dollars receiving a grant or grants in excess of five thousand dollars during any one fiscal year, a copy of the organization's audit for the most recent fiscal year. For purposes of this subsection, "audit" means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. Organizations that are exempt from submitting an audit from the most recent fiscal year pursuant to this subsection shall comply with the audit requirements of Tennessee Code Annotated Section 7-3-314.

- A.3. The Recipient will only utilize these funds for Covid Pandemic-related services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other

government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. The Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. **GRANT CONTRACT TERM:**

B.1. **Grant Contract Term.** The term of this Grant will be ten (10) months, commencing on March 1, 2020 and ending on December 30, 2020. 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 \$42,000. The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient. Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1. *All funds must be used for COVID-related expenses associated with services for those impacted by the Covid Pandemic that have not been previously reimbursed. Funds must be expended in the time period March 1-December 30, 2020. The retroactive date March 1, 2020 provides an opportunity for a nonprofit to receive funding for expenses that went unfunded as the pandemic hit and needs increased. Expenses already reimbursed through the FY19-20 CPF grant, other Metro grants or contracts, or other COVID-specific funding are NOT eligible under this CPF grant.*

Recipient must send an invoice for expenses incurred from March 1, 2020 through June 30, 2020 by close of business October 31, 2020, or within 15 days of filing with the Office of the Metropolitan Clerk if that filing is later than October 31, 2020.

An invoice for additional expenses incurred July 1, 2020 through December 31, 2020 is due by close of business January 15, 2021.

Email invoices to Lee Stewart, CPF Coordinator, Metro Social Services, PO Box 196300, Nashville TN 37219-6300.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro Social Services by close of business January 15, 2020 at the address in C.2. above. 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.
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- 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.
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(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

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

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

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D.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.

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D.19. Headings. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.20. Metro Interest in Equipment. The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00. The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written

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

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

Lee Stewart, CPF Coordinator
Metro Social Services
Community Partnership Fund Coordinator
PO Box 196300, Nashville TN 37219-6300
Phone 615-862-6975 or 615-862-6400; Fax 615-862-6973

Recipient:

Kaitlin Dastugue
Rebuilding Together Nashville
6101 Centennial Blvd. Nashville, TN 37209

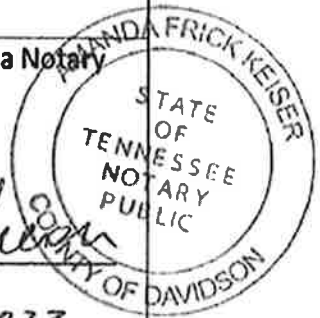
- D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.25. **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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<p>THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:</p> <p>APPROVED AS TO AVAILABILITY OF FUNDS:</p> <p><u>Kevin Crumboltz TE MJW</u></p> <p>Director of Finance</p>	<p>RECIPIENT AGENCY:</p> <p>By: <u>[Signature]</u></p> <p>Title: <u>Executive Director</u></p>
<p>APPROVED AS TO FORM AND LEGALITY</p> <p><u>Matthew Garth</u></p> <p>Metropolitan Attorney</p>	<p>Sworn to and subscribed to before me a Notary Public, this <u>28th</u> day of <u>September</u>, 2020.</p> <p>Notary Public: <u>[Signature]</u></p> <p>My Commission expires: <u>10/02/2023</u></p>
<p>FILED IN THE OFFICE OF THE CLERK:</p> <p><u>Metropolitan Clerk</u></p>	<p>METRO SOCIAL SERVICES:</p> <p>By: <u>[Signature]</u></p> <p>Title: <u>Executive Director</u></p>



➤ Attach COVID CPF Grant Spending Plan <

**METROPOLITAN SOCIAL SERVICES OF NASHVILLE AND DAVIDSON COUNTY
COVID COMMUNITY PARTNERSHIP FUND (CPF)
PROGRAM SPENDING PLAN**

AGENCY: REBUILDING TOGETHER NASHVILLE ^{LT}

The Program Spending Plan should realistically estimate how much money is needed from Metro Government for this program. This application should be for funds which are absolutely essential for the program, not to exceed \$42,000 per project. The Program Spending Plan will be reviewed for cost effectiveness and for the direct relationship between planned expenditures and client outcomes.

Column 2 should include only non-Metro funds which are used for this specific program, NOT the entire agency budget. For each line item, amounts should be rounded off to the nearest \$100.

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE GRANT PERIOD: 07/01/19 through 06/30/20			
EXPENSE OBJECT LINE-ITEM CATEGORY	Column 1 REQUESTED CEP GRANT FUNDS	Column 2 OTHER METRO/NON- METRO FUNDS used for this program	Column 3 TOTAL PROGRAM FUNDS
Salaries and Wages	\$15,000.00	\$74,192.84	\$89,192.84
Benefits and Taxes	\$2,000.00	\$7,078.52	\$9,078.52
Professional Fees/ Contractors	\$15,500.00	\$261,230.00	\$276,730.00
Supplies	\$5,000.00	\$25,115.43	\$30,115.43
Communications	\$0.00	\$586.08	\$586.08
Postage and Shipping	\$0.00	\$263.74	\$263.74
Occupancy	\$0.00	\$8,548.65	\$8,548.65
Equipment Rental and Maintenance	\$3,500.00	\$23,685.00	\$27,185.00
Printing and Publications	\$0.00	\$0.00	\$0.00
Travel/ Conferences and Meetings	\$1,000.00	\$1,344.34	\$2,344.34
Insurance	\$0.00	\$1,377.30	\$1,377.30
Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
Other Non-Personnel	\$0.00	\$19,384.78	\$19,384.78
Total Program Cost	\$42,000.00	\$422,806.68	\$464,806.68
% of Program Budget	9%	91%	100%

RESOURCE/REVENUE INFORMATION - Provide information on all sources of funding associated with this program's budget only:

Resource/Revenue - this program	Dollar Value	% of Program Budget
Metro Request (Budget Total Col. 1)	\$42,000.00	9.0%
Other Revenues Sources for this program (e.g. UW, foundations, donations... etc.):		
Barnes Fund	\$237,800.00	51.2%
Wells Fargo Foundation	\$132,750.00	28.6%
Federal Home Loan Bank- Carol M. Peterson Fund	\$45,000.00	9.7%
Other sources of unrestricted revenue: Corporate/Individual donations	\$7,256.68	1.6%
Total, must equal total in Program Budget Column 3 above	\$464,806.68	100%

2020 COVID COMMUNITY PARTNERSHIP FUND (CPF) SPENDING PLAN NARRATIVE

This Spending Plan Narrative, should support items and clarify any budget item whose relationship to the proposal narrative is not obvious. The Spending Plan Narrative should be typed in this MS Word form. It justifies or explains Spending Plan items, relates them to project activities, and demonstrates that all costs are reasonable. For example, if applicable, the narrative should explain how salary percentages and fringe benefits were calculated as applied to the project, how travel costs or other costs were estimated, or why particular equipment or supplies must be purchased in order to implement the strategies proposed.

There is no word limit in the Spending Plan Narrative, but a concise summary is appreciated.

Our Safe and Healthy Home Improvement Program (SHHIP) in Bordeaux is staffed by a Construction Coordinator and supported by RTN's Director or Programs, Executive Director, and Outreach Coordinator. 100% of the Construction Coordinator's time, salary, and benefits are charged to our SHHIP work in Bordeaux while a portion of other listed staff's time, salaries, and benefits are charged to SHHIP in Bordeaux. The travel costs line item covers staff mileage reimbursements to and from worksites. These costs have increased as we make more frequent COVID-safety protocol compliance checks at worksites.

The bulk of our program budget is spent on professional contractors who perform the direct construction work. Typically, we also engage volunteers to complete portions of the work. Due to the pandemic, we have had to move to almost 100% contractor performed work which has added significant project costs to our program. During the same period last year of March 1, 2019 to December 31, 2019, we engaged 127 volunteers who contributed 572 direct service hours on our worksites. The current value of a volunteer hour, as calculated by Independent Sector, is \$27.20. Therefore, this year, we estimate that we are having to replace \$15,558.40 of in-kind labor from volunteers as paid labor. A majority of the contractors we use on home improvement projects are small businesses and we make a special effort to recruit and use minority-owned businesses whenever we can. Renovation work, compared to new construction work, often requires more skilled labor and is more likely to pay a living wage. In this way, our program is also helping support small businesses during this strained economic time.

Supplies is also a major line item for our SHHIP program and one that has grown due to the pandemic. We are spending more dollars on providing PPE for homeowners, staff, and contractors in addition to now providing a sanitation kit for each homeowner— giving each homeowner safe and effective cleaning supplies and disinfectants in addition to personal PPE. Supplies also covers building materials that we procure for projects. As the cost of lumber has increased during the pandemic, so has our supplies line item.

In addition, our logistical costs have increased, identified on the spending plan as "equipment rental and maintenance," as we have taken increased safety measures on our worksites. We are now renting port-o-potties for each worksite so that our contractors can avoid using a homeowners'

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
TURNIP GREEN CREATIVE REUSE**

This Grant Contract by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Turnip Green Creative Reuse ("Recipient"), is to support nonprofit agencies adversely affected by the Covid pandemic. The goal is to reimburse nonprofit agencies for unreimbursed COVID-related expenses used to support agencies in providing financial, case management, counseling, or other services to help individuals, families, and households in Davidson County to achieve economic and social stability, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report is incorporated herein by reference.

A. SCOPE OF PROGRAM from Recipient's Application:

- A.1. This funding will support guests in our creative reuse center and students in our education programs by providing required materials, such as PPE and cleaning supplies, to keep them safe. PPE is required for participants and staff who come in contact with each other, and sanitizing supplies and deep cleaning are required to eliminate Covid from our reuse materials and from hands and surfaces in our space. Health supplies are required to ensure participants are free of Covid-19 when entering our shop. These materials—PPE, sanitizers, cleaning supplies, deep cleaning services, and health supplies like thermometers and air purifiers—are necessary to provide reuse and education services to clients during this time. These materials increase expenses for our programs, so this funding will be used to cover those increased costs.
- A.2. The Recipient must spend these funds consistent with the **Grant Spending Plan**, attached and incorporated herein. The Recipient must collect data to evaluate the effectiveness of services and must provide those results to Metro upon request.

Prior to the adoption of a resolution appropriating funds to a nonprofit organization or the expenditure of funds authorized in the operating budget ordinance as an appropriation to a nonprofit organization, such nonprofit organization shall submit to the metropolitan government the following information:

1. A copy of its corporate charter or other articles, constitution, bylaws, or instruments of organization;
2. A copy of a letter from the Internal Revenue Service evidencing the fact that the organization is a nonprofit, tax-exempt organization under the Internal Revenue Code of 1986, as amended;
3. A statement of the nature and extent of the organization's program that serves the residents of the metropolitan government;
4. The proposed use of the funds to be provided by the metropolitan government [A.1 Scope of Service];
5. The proposed budget of the organization, indicating all sources of funds and a line-item identification of the proposed expenditure of metropolitan government funds;
6. For organizations with an annual operating budget in excess of fifty thousand dollars receiving a grant or grants in excess of five thousand dollars during any one fiscal year, a copy of the organization's audit for the most recent fiscal year. For purposes of this subsection, "audit" means a formal examination of the organization's accounting records

and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. Organizations that are exempt from submitting an audit from the most recent fiscal year pursuant to this subsection shall comply with the audit requirements of Tennessee Code Annotated Section 7-3-314.

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

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be ten (10) months, commencing on March 1, 2020 and ending on December 30, 2020. 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 \$4,500. 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. *All funds must be used for COVID-related expenses associated with services for those impacted by the Covid Pandemic that have not been previously reimbursed. Funds must be expended in the time period March 1-December 30, 2020. The retroactive date March 1, 2020 provides an opportunity for a nonprofit to receive funding for expenses that went unfunded as the pandemic hit and needs increased. Expenses already reimbursed through the FY19-20 CPF grant, other Metro grants or contracts, or other COVID-specific funding are NOT eligible under this CPF grant.*

Recipient must send an invoice for expenses incurred from March 1, 2020 through June 30, 2020 by close of business October 31, 2020, or within 15 days of filing with the Office of the Metropolitan Clerk if that filing is later than October 31, 2020.

An invoice for additional expenses incurred July 1, 2020 through December 31, 2020 is due by close of business January 15, 2020.

Email invoices to Lee Stewart, CPF Coordinator, Metro Social Services, PO Box 196300, Nashville TN 37219-6300.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro Social Services by close of business January 15, 2020 at the address in C.2. above. 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.

- 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. **Final Program Report.** The Recipient must submit a Final Program Report, to be received by Metro Social Services, within 30 [thirty] days of the end of the Grant Contract. Said report must detail the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.

- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.15. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.17. **Governing Law and Venue.** The validity, construction, and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.18. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

- D.20. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00. The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any 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 and enquiries regarding invoices:
Lee Stewart, CPF Coordinator
Metro Social Services

Community Partnership Fund Coordinator
PO Box 196300, Nashville TN 37219-6300
Phone 615-862-6975 or 615-862-6400; Fax 615-862-6973

Recipient:

Leah Sherry
Turnip Green Creative Reuse
407 Houston St
Nashville, TN [37203]

- D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.
- D.25. **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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1 Turnip Green Creative Use

**METROPOLITAN SOCIAL SERVICES OF NASHVILLE AND DAVIDSON COUNTY
 COVID COMMUNITY PARTNERSHIP FUND (CPF)
 PROGRAM SPENDING PLAN**

AGENCY: TURNIP GREEN CREATIVE REUSE LH

The Program Spending Plan should realistically estimate how much money is needed from Metro Government for this program. This application should be for funds which are absolutely essential for the program, not to exceed \$50,000 per project. The Program Spending Plan will be reviewed for cost effectiveness and for the direct relationship between planned expenditures and client outcomes.

Column 2 should include only non-Metro funds which are used for this specific program, NOT the entire agency budget. For each line item, amounts should be rounded off to the nearest \$100.

**THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE GRANT PERIOD:
 03/01/20 through 12/31/20**

EXPENSE OBJECT LINE-ITEM CATEGORY	Column 1 REQUESTED CEP GRANT FUNDS	Column 2 OTHER METRO/NON- METRO FUNDS used for this program	Column 3 TOTAL PROGRAM FUNDS
Salaries and Wages	\$0.00	\$72,000.00	\$72,000.00
Benefits and Taxes	\$0.00	\$4,100.00	\$4,100.00
Professional Fees	\$0.00	\$0.00	\$0.00
Supplies	\$4,500.00	\$1,000.00	\$5,500.00
Communications	\$0.00	\$0.00	\$0.00
Postage and Shipping	\$0.00	\$0.00	\$0.00
Occupancy	\$0.00	\$0.00	\$0.00
Equipment Rental and Maintenance	\$0.00	\$0.00	\$0.00
Printing and Publications	\$0.00	\$0.00	\$0.00
Travel/ Conferences and Meetings	\$0.00	\$0.00	\$0.00
Insurance	\$0.00	\$0.00	\$0.00
Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
Other Non-Personnel	\$0.00	\$0.00	\$0.00
Total Program Cost	\$4,500.00	\$77,100.00	\$81,600.00
% of Program Budget	6%	94%	100%

RESOURCE/REVENUE INFORMATION - Provide information on all sources of funding associated with this program's budget only:

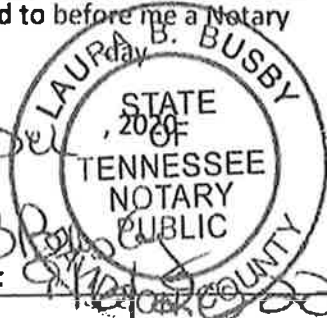
Resource/Revenue - this program	Dollar Value	% of Program Budget
Metro Request (Budget Total Col. 1)	\$4,500.00	6.0%
Other Revenues Sources for this program (e.g. UW, foundations, donations... etc.):		
Shop & Gallery Sales	\$72,500.00	88.0%
Memberships	\$4,600.00	6.0%
Total, must equal total in Program Budget Column 3 above	\$81,600.00	94%

2020 COVID COMMUNITY PARTNERSHIP FUND (CPF) SPENDING PLAN NARRATIVE

This Spending Plan Narrative, should support items and clarify any budget item whose relationship to the proposal narrative is not obvious. The Spending Plan Narrative should be typed in this MS Word form. It justifies or explains Spending Plan items, relates them to project activities, and demonstrates that all costs are reasonable. For example, if applicable, the narrative should explain how salary percentages and fringe benefits were calculated as applied to the project, how travel costs or other costs were estimated, or why particular equipment or supplies must be purchased in order to implement the strategies proposed.

There is no word limit in the Spending Plan Narrative, but a concise summary is appreciated.

Item	Cost	Explanation
Sanitizing Supplies (sanitizers, dispensers)	\$1,500	Materials and surfaces at our creative reuse center need to be routinely sanitized in order to be safely redistributed from donor to new recipient. We have already spent \$500 on sanitizing and need much more to continue services.
PPE (gloves, masks, washing of masks for reuse)	\$1,200	We need PPE for participants and staff to interact. Many participants lack masks and ways to clean them, and we have noticed single-use masks being re-worn and ruined. We will purchase reuse masks, gloves, and make sure all masks are clean and effective. We have already spent \$200 on this and need much more.
Deep Cleaning and Sanitizing	\$1,500	Due to the nature of accepting used materials, we need professional services to deep clean our space and materials monthly. This cost is lower than having staff without the proper equipment to do so.
Health Supplies (thermometer, air purifier)	\$300	We have purchased contactless thermometers to test staff and participants and air purifiers to clean the air in our space to make it safe for all. We have already spent \$300 on this.
Total	\$4,500	

<p>THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:</p> <p>APPROVED AS TO AVAILABILITY OF FUNDS:</p> <p><u>Kevin Crumboltz TE MJW</u></p> <p>Director of Finance</p>	<p>RECIPIENT AGENCY:</p> <p>By: <u>Leah Sherry</u> <i>Leah Sherry</i></p> <p>Title: Executive Director</p>
<p>APPROVED AS TO FORM AND LEGALITY</p> <p><u>Matthew Garth</u></p> <p>Metropolitan Attorney</p>	<p>Sworn to and subscribed to before me a Notary Public, this <u>26</u> day of <u>September</u>, 20<u>20</u></p> <p>of <u>Davidson</u> County, Tennessee</p> <p>Notary Public: <u>Laurel B. Busby</u></p> <p>My Commission expires: <u>8/12/2023</u></p> 
<p>FILED IN THE OFFICE OF THE CLERK:</p> <p><u></u></p> <p>Metropolitan Clerk</p>	<p>METRO SOCIAL SERVICES:</p> <p>By: <u>Rene' Pratt</u> <i>Rene' Pratt</i></p> <p>Title: <u>Executive Director</u> <i>Executive Director</i></p>

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
WESTMINSTER HOME CONNECTION**

This Grant Contract by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Westminster Home Connection, ("Recipient"), is to support nonprofit agencies adversely affected by the Covid pandemic. The goal is to reimburse nonprofit agencies for unreimbursed COVID-related expenses used to support agencies in providing financial, case management, counseling, or other services to help individuals, families, and households in Davidson County to achieve economic and social stability, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report is incorporated herein by reference.

A. SCOPE OF PROGRAM from Recipient's Application:

- A.1. We will use grant funds for increased costs of using staff and professionals for client services instead of volunteers caused by lack of volunteers due to COVID fears and contact restrictions.
- A.2. The Recipient must spend these funds consistent with the **Grant Spending Plan**, attached and incorporated herein. The Recipient must collect data to evaluate the effectiveness of services and must provide those results to Metro upon request.

Prior to the adoption of a resolution appropriating funds to a nonprofit organization or the expenditure of funds authorized in the operating budget ordinance as an appropriation to a nonprofit organization, such nonprofit organization shall submit to the metropolitan government the following information:

- 1. A copy of its corporate charter or other articles, constitution, bylaws, or instruments of organization;
- 2. A copy of a letter from the Internal Revenue Service evidencing the fact that the organization is a nonprofit, tax-exempt organization under the Internal Revenue Code of 1986, as amended;
- 3. A statement of the nature and extent of the organization's program that serves the residents of the metropolitan government;
- 4. The proposed use of the funds to be provided by the metropolitan government [A.1 Scope of Service];
- 5. The proposed budget of the organization, indicating all sources of funds and a line-item identification of the proposed expenditure of metropolitan government funds;
- 6. For organizations with an annual operating budget in excess of fifty thousand dollars receiving a grant or grants in excess of five thousand dollars during any one fiscal year, a copy of the organization's audit for the most recent fiscal year. For purposes of this subsection, "audit" means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. Organizations that are exempt from submitting an audit from the most recent fiscal year pursuant to this subsection shall comply with the audit requirements of Tennessee Code Annotated Section 7-3-314.

- A.3. The Recipient will only utilize these funds for Covid Pandemic-related services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other

government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. The Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be ten (10) months, commencing on March 1, 2020 and ending on December 30, 2020. 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 \$10,000. The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient. Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1. *All funds must be used for COVID-related expenses associated with services for those impacted by the Covid Pandemic that have not been previously reimbursed. Funds must be expended in the time period March 1-December 30, 2020. The retroactive date March 1, 2020 provides an opportunity for a nonprofit to receive funding for expenses that went unfunded as the pandemic hit and needs increased. Expenses already reimbursed through the FY19-20 CPF grant, other Metro grants or contracts, or other COVID-specific funding are NOT eligible under this CPF grant.*

Recipient must send an invoice for expenses incurred from March 1, 2020 through June 30, 2020 by close of business October 31, 2020, or within 15 days of filing with the Office of the Metropolitan Clerk if that filing is later than October 31, 2020.

An invoice for additional expenses incurred July 1, 2020 through December 31, 2020 is due by close of business January 15, 2021.

Email invoices to Lee Stewart, CPF Coordinator, Metro Social Services, PO Box 196300, Nashville TN 37219-6300.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro Social Services by close of business January 15, 2021 at the address in C.2. above. 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.
 - 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. **Final Program Report.** The Recipient must submit a Final Program Report, to be received by Metro Social Services, within 30 [thirty] days of the end of the Grant Contract. Said report must detail the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. Indemnification and Hold Harmless.

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

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

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

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

D.15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.17. Governing Law and Venue. The validity, construction, and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

D.18. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Headings. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.20. Metro Interest in Equipment. The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00. The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written

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

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

Lee Stewart, CPF Coordinator
Metro Social Services
Community Partnership Fund Coordinator
PO Box 196300, Nashville TN 37219-6300
Phone 615-862-6975 or 615-862-6400; Fax 615-862-6973

Recipient:

Keith Branson
Westminster Home Connection
3900 West End Avenue
Nashville, TN 37205

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

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.25. **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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**METROPOLITAN SOCIAL SERVICES OF NASHVILLE AND DAVIDSON COUNTY
COVID COMMUNITY PARTNERSHIP FUND (CPF)
PROGRAM SPENDING PLAN**

3 of 6

AGENCY: WESTMINSTER HOME CONNECTION LH

The Program Spending Plan should realistically estimate how much money is needed from Metro Government for this program. This application should be for funds which are absolutely essential for the program, not to exceed \$50,000 per project. The Program Spending Plan will be reviewed for cost effectiveness and for the direct relationship between planned expenditures and client outcomes.

Column 2 should include only non-Metro funds which are used for this specific program, NOT the entire agency budget. For each line item, amounts should be rounded off to the nearest \$100.

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE GRANT PERIOD: 03/01/20 through 12/30/20			
EXPENSE OBJECT LINE-ITEM CATEGORY	Column 1 REQUESTED CEP GRANT FUNDS	Column 2 OTHER METRO/NON- METRO FUNDS used for this program	Column 3 TOTAL PROGRAM FUNDS
Salaries and Wages	\$6,200.00		\$6,200.00
Benefits and Taxes			\$0.00
Professional Fees	\$3,800.00		\$3,800.00
Supplies			\$0.00
Communications			\$0.00
Postage and Shipping			\$0.00
Occupancy			\$0.00
Equipment Rental and Maintenance			\$0.00
Printing and Publications			\$0.00
Travel/ Conferences and Meetings			\$0.00
Insurance			\$0.00
Specific Assistance to Individuals			\$0.00
Other Non-Personnel			\$0.00
Total Program Cost	\$10,000.00	\$0.00	\$10,000.00
% of Program Budget	100%	0%	100%

RESOURCE/REVENUE INFORMATION - Provide information on all sources of funding associated with this program's budget only:

Resource/Revenue - this program	Dollar Value	% of Program Budget
Metro Request (Budget Total Col. 1)	\$10,000.00	100.0%
Other Revenues Sources for this program (e.g. UW, foundations, donations...etc.):		0.0%
Total, must equal total in Program Budget Column 3 above	\$10,000.00	100%

**FY 2019-2020 COMMUNITY PARTNERSHIP FUND (CPF)
SPENDING PLAN NARRATIVE
FINANCIAL PROSPERITY APPLICATIONS**

This Spending Plan Narrative, should support items and clarify any budget item whose relationship to the proposal narrative is not obvious. The Spending Plan Narrative should be typed in this MS Word form. It justifies or explains Spending Plan items, relates them to project activities, and demonstrates that all costs are reasonable. For example, if applicable, the narrative should explain how salary percentages and fringe benefits were calculated as applied to the project, how travel costs or other costs were estimated, or why particular equipment or supplies must be purchased in order to implement the strategies proposed.

There is no word limit in the Spending Plan Narrative, but a concise summary is appreciated.

Spending Plan Narrative

Because of COVID fears and social distancing requirements, volunteers are hesitant to participate in on-site volunteer work. The grant budget is for the costs of using staff and professionals when volunteers are unable to unwilling to provide client services.

Sort-Pack-Move Costs. Until the pandemic, active volunteers did most of our sort-pack-move and wheelchair ramp projects. Because of COVID, none of the sort-pack-move volunteers who worked with us through March will volunteer for sort-pack-move projects. We are doing sort-pack-move services with staff, a moving company or a paid organizer. The paid organizer invoices us for her services and that is the amount to be charged to the grant. In addition, our Sort-Pack-Move staff will identify on her timesheet her incremental hours due to not having volunteers and those hours will be charged to the grant.

Ramp Costs. None of our ramp volunteers worked with us from April through August. During that time, our internal staff built four ramps. Starting in September, we were able to use a small number of volunteers on ramp projects. Before COVID, volunteers could work in teams of eight to ten people. Because of social distancing with COVID, we could only work with a few volunteers on each ramp. We spend well over twice as much staff time on ramp projects since fewer volunteers can be on-site at a time.

We will calculate the incremental ramp cost for staff or paid contractors by calculating the total hours on the ramp project and subtracting one day of time, which is the amount of staff time we would have spent supervising volunteers to build each ramp. The remaining ramp time is the incremental time we have to spend due to reduced volunteers because of COVID fears and social distancing requirements.

Calculation of Staff Costs Per Hour. For each staff member, we calculate the total annual cost of the position and divide this amount by 1,930 productive hours per year. The annual total cost of the position is (a) gross salary cost plus (b) workers compensation and liability costs charged by insurance based on the job position, plus (c) 7.65% for the employer FICA cost.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT AGENCY:
APPROVED AS TO AVAILABILITY OF FUNDS:	By: <u>[Signature]</u>
<u>Kevin Crumboltto</u> TE M.J.W.	Title: <u>Executive Director</u>
Director of Finance	
APPROVED AS TO FORM AND LEGALITY	Sworn to and subscribed to before me a Notary Public, this <u>28th</u> day
<u>Matthew Garth</u>	of <u>September</u> , 2020
Metropolitan Attorney	Notary Public: <u>[Signature]</u>
	My Commission expires: <u>7/23/20</u>
FILED IN THE OFFICE OF THE CLERK:	METRO SOCIAL SERVICES:
Metropolitan Clerk	By: <u>Bonnie Bratt</u>
	Title: <u>Executive Director</u>



**SIGNATURE PAGE
FOR**

GRANT NO. _____

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Renee Pratt
Renee Pratt, Executive Director
Metro Social Services

11/23/2020
Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Kevin Crumbo/Ho *MJW TE*
Kevin Crumbo, Director
Department of Finance

12/8/2020 | 11:48 AM CST
Date

**APPROVED AS TO FORM AND
LEGALITY:**

Matthew Garth
Metropolitan Attorney

12/8/2020 | 1:08 PM CST
Date

Certificate Of Completion

Envelope Id: DB10F72828144B93B888450FBB88A06D	Status: Sent
Subject: Please DocuSign: Resolution Community Partnership Fund Grants (N0383217xD719A).PDF, CPF Legisla...	
Source Envelope:	
Document Pages: 155	Signatures: 46
Certificate Pages: 16	Initials: 38
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Rose Wood
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Rose.Wood@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original	Holder: Rose Wood	Location: DocuSign
12/4/2020 9:15:56 AM	Rose.Wood@nashville.gov	

Signer Events

Signer Events	Signature	Timestamp
Renee Pratt	<i>Renee Pratt</i>	Sent: 12/4/2020 10:04:43 AM
Renee.Pratt@nashville.gov		Viewed: 12/7/2020 10:56:30 AM
Security Level: Email, Account Authentication (None)		Signed: 12/7/2020 10:56:52 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.192	

Electronic Record and Signature Disclosure:

Accepted: 12/7/2020 10:56:30 AM
ID: 3daac686-c028-49cf-ac24-fa031fe2fe42

Susan Drye	<i>SD</i>	Sent: 12/4/2020 10:04:43 AM
Susan.Drye@nashville.gov		Viewed: 12/7/2020 9:47:10 AM
Security Level: Email, Account Authentication (None)		Signed: 12/7/2020 9:47:45 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.43.1	

Electronic Record and Signature Disclosure:

Accepted: 12/7/2020 9:47:10 AM
ID: 335298dd-a415-4563-ab1e-f758ae83a440

Kathy King	<i>kk</i>	Sent: 12/7/2020 10:56:56 AM
kathy.king@nashville.gov		Viewed: 12/7/2020 2:42:12 PM
Security Level: Email, Account Authentication (None)		Signed: 12/7/2020 3:30:04 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

Accepted: 12/7/2020 2:42:12 PM
ID: 15a9a254-85c8-47b7-ab20-35c86d794807

Rachel Jones	<i>RJ</i>	Sent: 12/7/2020 10:56:56 AM
rachel.jones@nashville.gov		Viewed: 12/7/2020 1:56:53 PM
Security Level: Email, Account Authentication (None)		Signed: 12/7/2020 1:57:22 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

Accepted: 12/7/2020 1:56:53 PM
ID: 73fc3b33-f09c-41a1-bc4c-3b9f1b55c200

Signer Events	Signature	Timestamp
<p>Tom Eddlemon tom.eddlemon@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Tom Eddlemon</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/7/2020 3:30:09 PM Viewed: 12/7/2020 3:47:25 PM Signed: 12/7/2020 3:49:21 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/7/2020 3:47:25 PM ID: 14e988a7-ac9d-4a2f-9c50-bfe7b1f9b19a</p>		
<p>Mary Jo Wiggins maryjo.wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>MJW</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 12/7/2020 3:49:28 PM Viewed: 12/8/2020 11:26:05 AM Signed: 12/8/2020 11:27:55 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/8/2020 11:26:05 AM ID: b7ed0696-dd5c-4a3a-9a86-623aa72e8dc1</p>		
<p>Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/8/2020 11:28:04 AM Viewed: 12/8/2020 11:46:51 AM Signed: 12/8/2020 11:48:16 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/8/2020 11:46:51 AM ID: 991d433c-3f9a-46f5-aef0-bc95bdc6eb8a</p>		
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Balogun Cobb</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/8/2020 11:48:24 AM Viewed: 12/8/2020 11:51:48 AM Signed: 12/8/2020 11:52:17 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/8/2020 11:51:48 AM ID: 99817538-0284-4d72-a636-38371a3f62fc</p>		
<p>Matthew Garth matthew.garth@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Matthew Garth</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 12/8/2020 11:48:24 AM Viewed: 12/8/2020 1:05:31 PM Signed: 12/8/2020 1:08:55 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/8/2020 1:05:31 PM ID: 25202e58-5223-4caf-8a55-1b24d0c237e7</p>		
<p>Elizabeth Waites elizabeth.waites@nashville.gov Security Level: Email, Account Authentication (None)</p>		<p>Sent: 12/8/2020 1:09:05 PM Viewed: 12/8/2020 1:42:10 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/8/2020 1:42:10 PM ID: 13bc62ba-f13d-498b-85b9-ba49ce75a4b5</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Danielle Godin

danielle.godin@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sally Palmer

sally.palmer@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 12/7/2020 8:45:29 AM
ID: 731b5ab9-a5b0-4ff7-b51a-4785e2b8546b

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/4/2020 10:04:44 AM
Certified Delivered	Security Checked	12/8/2020 1:42:10 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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