

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Urban League of Middle Tennessee, Contract # _____**

**GRANT CONTRACT
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
URBAN LEAGUE OF MIDDLE TENNESSEE**

This Grant Contract issued and entered into pursuant to Resolution RS2023_____, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Urban League of Middle Tennessee, ("Recipient"), is for the provision of Violence Interruption Services, as further defined in the "SCOPE OF PROGRAM". Additional documents including Recipient's audit are incorporated herein by reference as attachments A-D.

A. SCOPE OF PROGRAM:

A.1. The Recipient will use the grant funds as follows:

Recipient will assist the Metro Nashville Mayor's Office in implementing a Group Violence Intervention (GVI) program in Nashville.

Recipient shall employ and supervise case managers. Recipient shall:

- Employ case managers who are accessible during traditional and non-traditional work hours, including nights and weekends, to provide services to GVI participants, including provision of after-hours crisis services. One case manager shall be hired initially. Metro has the option to authorize the employment of a second case manager if the Mayor's Office of Community Safety determines that a second case manager is necessary for proper case-load levels.
- Supervise the case managers who shall provide reports to the Metro Nashville Health Department.
- Provide office space and equipment for the case managers to carry out their duties.
- Provide professional development programs for the case managers to continue learning and improving their skills.
- Provide ongoing support and supervision to the case managers, including regular check-ins and performance evaluations.

The Case Managers employed by Recipient shall possess the following qualifications:

- Strong understanding of supportive services and resources;
- Ability to advocate for clients, organize, and solve problems;
- Excellent communication skills, both verbal and written;
- Proven ability to coordinate effectively and collaborate with multi-disciplinary cross-agency project teams;
- Track record of delivering solutions in high-pressure environments;
- Ability to work cooperatively with law enforcement, community leaders, and social service organizations;
- Proficiency with word processing and basic databases (Word, Excel);
- Experience working with justice-involved populations, demonstrated knowledge of challenges facing justice-involved populations; and
- Knowledge of and experience working with Nashville communities.

The responsibilities of the case managers employed by Recipient shall include:

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- Meeting with GVI participants to do intake and explain available resources;
- Attending referral meetings and following up with GVI participants and referral agencies to ensure success;
- Providing mentorship and support to GVI participants, while holding partners accountable
- Networking with social service providers to establish processes for prioritizing GVI clients for support services;
- Building trusting relationships in order to create buy-in for social services;
- Providing a single point of contact for GVI participants interested in social services
- Conducting individualized intake assessments and plans;
- Tracking the progress of each GVI participant in terms of programmatic completion and the extent to which this support structure is keeping them alive and out of prison; and
- Working with government agencies including probation and parole, social service providers, and reentry providers.

Recipient shall comply with the following budgeting and reporting requirements:

- The Recipient will provide reporting of service outputs rendered to participants and referrals made to service organizations.
- The Recipient will provide update at least once a week through a digital reporting tool.
- Recipient will have an efficient invoicing system for case managers to deploy funds for approved resources and providers for GVI participants and will keep Metro Nashville apprised of the budget for these activities.
- Provide thorough accounting of expenditures as aligned with the spending plan of this contract.

Recipient will perform resource management and allocation, and shall:

- Work with the Metro Nashville Mayor's Office and other stakeholders to identify and track preapproved resources and providers for GVI participants in a Nashville GVI database.
- Establish an efficient invoicing system for case managers to deploy funds for approved resources and providers for GVI participants.
- Coordinate with Metro Nashville and other stakeholders to identify and track preapproved resources and providers for GVI participants in a Nashville GVI database.
- Assist case managers in navigating any logistical or financial barriers that may prevent GVI participants from accessing necessary resources and services.

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachments A and B. 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:

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- B.1. **Grant Contract Term.** The term of this Grant will commence on March 7, 2023 and end on March 6, 2025. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

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

Recipient may invoice for \$100,000 upon approval of the Grant Contract.

Recipient may invoice quarterly for up \$112,500.

Receipts must be made available for all claimed expenses.

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 April 6, 2025. 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 Mayor's Office of Community Safety, 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.

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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.
- 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.
- C.9 **Grant Subject to Availability of Funds.** This Grant Contract is subject to the availability of funds. In the event that funds are unavailable, Metro reserves the right to terminate this Grant Contract upon provision of written notice to Recipient. Metro's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by Metro. Upon provision of written notice to Recipient, Recipient shall cease all work associated with this Grant Contract. Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- 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 by Metro and Recipient, in accordance with all Metro procedures, and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. 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.

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- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit an Interim Program Report, to be received Mayor's Office of Community Safety, by no later than February 17, 2024, and a Final Program Report, to be received by Mayor's Office of Community Safety, within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold 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

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officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this 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's duties under this section will survive the termination or expiration of the grant.

- D.15. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.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. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.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.

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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:
Mayor's Office of Community Safety
1 Public Square,
Nashville, TN 37201
(615) 492-1932

For enquiries regarding invoices:
Mayor's Office of Community Safety
1 Public Square,
Nashville, TN 37201
(615) 492-1932

Recipient

Clifton Harris, President & CEO
Urban League of Middle Tennessee
50 Vantage Way, Suite 201
Nashville, TN 37228
(615) 254-0525

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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. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.26. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

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

APPROVED AS TO AVAILABILITY OF
FUNDS:

DocuSigned by:

Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND
LEGALITY

DocuSigned by:

Niki Fle
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

**RECIPIENT: URBAN LEAGUE OF MIDDLE
TENNESSEE**

DocuSigned by:

By: *Clifton Harris* 2/21/2023
0E8788B80085449...

Title: Clifton Harris, President & CEO

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- A. Grant Spending Plan
- B. Spending Plan Addendum
- C. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Documentation
- D. Tennessee Secretary of State Nonprofit Confirmation
- E. Annual audit conducted by an independent CPA in accordance with generally accepted auditing standards

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A. Grant Spending Plan

RECIPIENT NAME:	Urban League of Middle TN
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: March 7, 2023 – March 6, 2025				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	280000		280000
	Benefits and Taxes 20%	56,000		56,000
	Professional Fees	123,000		123,000
	Supplies	61000		61000
	Communications	33987		33987
	Postage and Shipping	6844		6844
	Occupancy	13679		13679
	Equipment Rental and Maintenance	6844		6844
	Printing and Publications	6844		6844
	Travel/ Conferences and Meetings	68844		68844
	Insurance	26874		26874
	Specific Assistance to Individuals	276250		276250
	Other Non-Personnel	39834		39834
	GRAND TOTAL	1,000,000		1,000,000

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B. Spending Plan Addendum

Salaries and Wages

Case Manager

Positions hired under this contract under the title Case Manager, with the responsibilities defined in the Scope of Service in this contract, shall be covered through this grant resource. Their time shall be dedicated to the successful execution of this grant project at 1.0 FTE.

Total Salaries Requested per Case Manager: \$70,000 per year per case manager. \$280,000 total over this two-year contract.

Fringe Benefits

Cost of Employee Fringe Benefits

Urban League of Middle Tennessee's cost to provide fringe benefits to full-time employees. Benefits provided are based on a standard benefits package offered to all full time Urban League of Middle Tennessee employees and consists of health insurance, life insurance, dental insurance, and retirement contributions. The benefits package is calculated at 20% of employee wages.

Total benefits requested: \$14,000 per case manager per year. \$56,000 total over this two-year contract.

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C. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Documentation

1/9/23, 3:51 PM

Tax Exempt Organization Search Details | Internal Revenue Service

Urban League of Middle
Tennessee

EIN: 62-0795167 | Nashville, Tennessee, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC ⓘ

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (Images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

▼ Tax Year 2021 Form 990
▼ Tax Year 2020 Form 990
▼ Tax Year 2019 Form 990
▼ Tax Year 2018 Form 990
▼ Tax Year 2017 Form 990
▼ Tax Year 2016 Form 990

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D. Tennessee Secretary of State Nonprofit Confirmation



Tennessee
Secretary of State
Tre Hargett

Business Services Online > Find and Update a Business Record > Business Entity Detail

Business Entity Detail

Available Entity Actions	File Annual Report (after 06/01/2023) Certificate of Existence More	Entity details cannot be edited. This detail reflects the current state of the filing in the system. Return to the Business Information Search.
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000080277: Nonprofit Corporation - Domestic

Printer Friendly Version

Name: URBAN LEAGUE OF MIDDLE TENNESSEE

Old Name: NASHVILLE URBAN LEAGUE, INCORPORATED (THE)

Status: Active

Formed in: TENNESSEE

Fiscal Year Close: June

Term of Duration: Perpetual

Principal Office: 50 VANTAGE WAY STE 201
NASHVILLE, TN 37228-1500 USA

Mailing Address: 50 VANTAGE WAY, SUITE 201
NASHVILLE, TN 37228 USA

AR Exempt: No

Mutual Benefit Corporation: Yes

Initial Filing Date: 04/15/1968

Delayed Effective Date:

AR Due Date: 10/01/2023

Inactive Date:

Obligated Member Entity: No

Assumed Names

History

Registered Agent

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**E. Annual audit conducted by an independent CPA in accordance with generally
accepted auditing standards**

URBAN LEAGUE OF MIDDLE TENNESSEE

INDEPENDENT AUDITORS' REPORT
AND FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2021

(WITH COMPARATIVE SUMMARIZED TOTALS AS OF JUNE 30, 2020)

URBAN LEAGUE OF MIDDLE TENNESSEE

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1900 Church Street, Suite 200 ■ Nashville, TN 37203
phone 615.321.7333 ■ fax 615.523.1868

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Urban League of Middle Tennessee
Nashville, TN

We have audited the accompanying financial statements of Urban League of Middle Tennessee (a not-for-profit organization), which comprise the statement of financial position as of June 30, 2021, and the related statement of activities, cash flow, and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

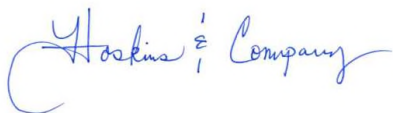
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Urban League of Middle Tennessee as of June 30, 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Urban League of Middle Tennessee's 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 23, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

A handwritten signature in blue ink that reads "Hoskins & Company". The signature is written in a cursive, flowing style.

Hoskins & Company
Nashville, TN
January 20, 2022

URBAN LEAGUE OF MIDDLE TENNESSEE
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2021
(WITH COMPARATIVE SUMMARIZED TOTALS AS OF JUNE 30, 2020)

	<u>2021</u>	<u>2020</u>
Assets		
Current assets		
Cash	\$ 581,736	\$ 288,190
Accounts receivable (Note 4)	46,099	60,375
Other current assets (Note 5)	17,869	17,785
Total current assets	<u>645,704</u>	<u>366,350</u>
Noncurrent assets		
Property and equipment, net (Note 6)	8,489	11,330
Total noncurrent assets	<u>8,489</u>	<u>11,330</u>
Total assets	<u><u>\$ 654,193</u></u>	<u><u>\$ 377,680</u></u>
Liabilities and net assets		
Current liabilities		
Accounts payable	\$ 69,963	\$ 48,156
Accrued payroll and payroll taxes	7,427	9,973
Line of credit (Note 7)	52,929	71,747
Deferred revenue	236,503	154,157
Short-term loan	149,900	-
PPP Loan (Note 8)	22,800	22,800
Total current liabilities	<u>539,522</u>	<u>306,833</u>
Net assets		
Net Assets Without Donor Restrictions	114,671	70,847
Total net assets	<u>114,671</u>	<u>70,847</u>
Total liabilities and net assets	<u><u>\$ 654,193</u></u>	<u><u>\$ 377,680</u></u>

The accompanying notes are an integral part of these financial statements.

URBAN LEAGUE OF MIDDLE TENNESSEE
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021 (WITH COMPARATIVE TOTALS JUNE 30, 2020)

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2021 Total Net Assets	2020 Total Net Assets
Revenue and support				
Contributions	\$ 22,849	\$ -	\$ 22,849	\$ 8,193
Fundraising	85,665	-	85,665	231,285
Grant programs	730,544	-	730,544	281,738
Membership	125,787	-	125,787	114,224
Other income	60,919	-	60,919	25,292
Total revenue and support	<u>1,025,764</u>	<u>-</u>	<u>1,025,764</u>	<u>660,732</u>
Expenses				
General & administration				
Administration	259,551	-	259,551	275,592
Fundraising	26,605	-	26,605	34,900
Total general & administration	<u>286,156</u>	<u>-</u>	<u>286,156</u>	<u>310,492</u>
Programs				
Education	57,682	-	57,682	27,198
Employment	355,139	-	355,139	172,682
CARES/COVID Fund	259,144	-		
Other	23,819	-	23,819	6,956
Total programs	<u>695,784</u>	<u>-</u>	<u>695,784</u>	<u>206,836</u>
Total expenses	<u>981,940</u>	<u>-</u>	<u>981,940</u>	<u>517,328</u>
Increase in net assets	43,824	-	43,824	143,404
Net assets at beginning of fiscal year	70,847	-	70,847	(72,557)
Net assets at end of fiscal year	<u>\$ 114,671</u>	<u>\$ -</u>	<u>\$ 114,671</u>	<u>\$ 70,847</u>

The accompanying notes are an integral part of these financial statements.

URBAN LEAGUE OF MIDDLE TENNESSEE
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2021
(WITH COMPARATIVE SUMMARIZED TOTALS AS OF JUNE 30, 2020)

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Increase in net assets	\$ 43,824	\$ 143,404
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	6,132	11,920
Increase (decrease) in accounts receivable	14,276	(27,206)
Increase in other assets	(84)	(1,211)
Increase (decrease) in accounts payable	21,807	(18,536)
(Decrease) increase in accrued payroll	(2,546)	5,316
Increase in due to deferred revenue	82,346	66,521
Net cash provided by operating activities	<u>165,755</u>	<u>180,208</u>
 Cash flows from investing activities		
Purchase of property and equipment	<u>(3,291)</u>	<u>-</u>
Net cash used in investing activities	(3,291)	-
 Cash flows from financing activities		
Proceeds from PPP loan	-	22,800
(Payments) Proceeds from line of credit	(18,818)	20,856
Proceeds from short-term loan	149,900	
Net cash provided by financing activities	<u>131,082</u>	<u>43,656</u>
 Net change in cash and cash equivalents	293,546	223,864
Cash and cash equivalents, beginning of fiscal year	288,190	64,326
Cash and cash equivalents, end of fiscal year	<u><u>\$ 581,736</u></u>	<u><u>\$ 288,190</u></u>
 Interest Paid	<u><u>\$ 3,561</u></u>	<u><u>\$ 4,468</u></u>

The accompanying notes are an integral part of these financial statements.

URBAN LEAGUE OF MIDDLE TENNESSEE
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021 (WITH COMPARATIVE SUMMARIZED TOTALS AS OF JUNE 30, 2020)

		Annual	Golf	Other	Total	Education	Employment	CARES/ COVID	Programs	Total		2020
	Administration	Gala	Tournament	Fundraiser	Fundraising	(Youth dev.)	(Workforce dev.)	Fund	(other)	Program	Total	Total
Advertising	\$ 1,565	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 2,565	\$ 6,104
Computer technology	35,601	-	450	-	450	100	9,410	953	3,749	14,212	50,263	8,425
Computer lab												21,640
Conferences & meetings	5,271	-	-	-	-	-	-	-	-	-	5,271	798
Contract labor	12,425	-	-	-	-	7,797	131,983	32,662	13,250	185,692	198,117	73,550
Contribution expenses	1,641	-	-	10,000	10,000	-	-	-	-	-	11,641	200
Depreciation	6,132	-	-	-	-	-	-	-	-	-	6,132	11,920
Fees for services nonemployees		-	-	-	-	982	20,154	83,086	5,820	110,042	110,042	-
Fringe benefits	17,822	-	-	-	-	-	24,722	5,506	-	30,228	48,050	27,675
Fundraising food and venue costs		300	15,855	-	16,155	-	-	-	-	-	16,155	37,080
Insurance	5,294	-	-	-	-	-	-	-	-	-	5,294	1,937
Interest & finance charges	3,561	-	-	-	-	-	-	-	-	-	3,561	4,924
Miscellaneous	44	-	-	-	-	-	7,000	281	-	7,281	7,325	338
Occupancy	55,090	-	-	-	-	18,363	18,364	18,363	-	55,090	110,180	112,952
Office expenses	18,673	-	-	-	-	-	-	-	-	-	18,673	18,822
Officer's salary	76,672	-	-	-	-	-	-	-	-	-	76,672	67,769
Payroll	10,833	-	-	-	-	-	132,422	36,016	-	168,438	179,271	39,342
Payroll taxes	-	-	-	-	-	-	-	-	-	-	-	72,468
Professional development	1,400	-	-	-	-	-	-	-	-	-	1,400	8,597
Professional services	5,640	-	-	-	-	-	-	-	-	-	5,640	-
Program meals and supplies	1,512	-	-	-	-	21,899	10,890	81,895	-	114,684	116,196	-
Travel	375	-	-	-	-	8,541	194	382	-	9,117	9,492	2,787
TOTAL	\$ 259,551	\$ 300	\$ 16,305	\$ 10,000	\$ 26,605	\$ 57,682	\$ 355,139	\$ 259,144	\$ 23,819	\$ 695,784	\$ 981,940	\$ 517,328

The accompanying notes are an integral part of these financial statements.

**URBAN LEAGUE OF MIDDLE TENNESSEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2021
(WITH COMPARATIVE TOTALS AS OF JUNE 30, 2020)**

NOTE 1--- NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Urban League of Middle Tennessee (the “Organization”) is a not-for-profit agency established to enable African Americans and other minorities to secure economic self-reliance, parity and power, and civil rights. The Urban League is affiliated with the National Urban League through a charter agreement. The Urban League currently operates community development programs such as the Youth and Workforce development programs.

Basis of Presentation

The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly, reflect all significant receivables, payables and other liabilities. The financial statement presentation follows the recommendations of the Financial Accounting Standard Board’s Accounting Standard Codification (FASB ASC 958), Financial Statements of Not-for-Profit Organizations. Under FASB ASC 958, the Organization is reporting information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Financial position and activities are classified based on the existence or absence of donor restrictions as follows:

Net Assets without donor restrictions — Net assets that are not restricted by purpose or time either temporarily or perpetually by explicit donor stipulations or by law. Board designation does not constitute a donor restriction.

Net Assets with donor restrictions — Net assets that are restricted by purpose or time either temporarily or perpetually by explicit donor stipulations or by law.

At June 30, 2021 and 2020 the Organization had no net assets with donor restrictions

Support and Revenue

Membership fees, individual donations, and the net proceeds from the annual fundraiser are generally available for unrestricted use in the related campaign year unless specifically restricted by the donor. Unconditional promises to give are recorded as received in writing. Unconditional promises to give due in the next year are reflected as current promises to give and recorded at their net realizable value. Unconditional promises to give due in subsequent years are reflected as long-term promises to give and are recorded at the present value of their net realizable value, using interest rates estimated to be applicable to the years in which the promises are received to discount the amounts.

URBAN LEAGUE OF MIDDLE TENNESSEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2021
(WITH COMPARATIVE TOTALS AS OF JUNE 30, 2020)

NOTE 1---NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Grants and other contributions of cash and other assets are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. Donor-restricted contributions whose restrictions are met in the same reporting period are reported as without donor restrictions.

Contributions of donated noncash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair value in the period received. Expenses are recorded when incurred in accordance with the accrual basis of accounting.

Use of Estimates

The financial statements are prepared in conformity with generally accepted accounting principles. Management is required to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying disclosures. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash held in checking and savings accounts. The carrying amount reported in the statement of financial position for cash and cash equivalents approximates its fair value. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents.

Contribution Receivable

The Organization records contributions receivable at their estimated net realizable value. An allowance for doubtful accounts is recorded based upon management's estimate of uncollectible contributions determined by analysis of specific balances and a general reserve based upon aging of outstanding balances. Past due balances are charged against the allowance when they are determined to be uncollectible.

Property and Equipment

Fixed assets are recorded at cost at the date of purchase or fair value at the date of donation. Capital purchases and donations over \$1,000 with an extended useful life are included as fixed assets. Depreciation is taken on a straight-line basis over the estimated useful life of the assets. The estimated useful lives are as follows:

Leasehold improvements	20 years
Furniture and fixtures	5-7 years
Equipment	3-5 years

URBAN LEAGUE OF MIDDLE TENNESSEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2021
(WITH COMPARATIVE TOTALS AS OF JUNE 30, 2020)

NOTE 1---NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Compensated Absences

Employees of the Organization are entitled to paid vacation and paid sick days depending on job classification, length of service, and other factors. It is not practicable for the Organization to estimate the amount of compensation for future absences; accordingly, no liability for compensated absences has been recorded in the accompanying financial statements. The Organization's policy is to recognize the costs of compensated absences when actually paid to employees.

Income Taxes

The Organization is a tax-exempt entity under Section 501 (c) (3) of the Internal Revenue Code and is currently operating under a determination letter issued by the Internal Revenue Service on July 17, 1968.

Functional Expenses

Management allocates expenses on a functional basis among its various programs, including support services and fundraising activities. Expenses and support services that can be identified with a specific program are allocated directly to their natural expenditure classification. Other expenses that are common to several programs are allocated based on various relationships.

Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements

NOTE 2—ADVERTISING

The Organization uses advertising to promote its programs among the audiences it serves. Advertising expenses are expensed as incurred. During 2021, advertising expense totaled \$2,565.

NOTE 3---LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

	2021	2020
Cash and cash equivalents	\$ 581,737	\$ 288,190
Accounts receivable	46,099	60,375
Financial assets, at year end	\$ 627,836	\$ 348,565
Less those unavailable for general expenditures within one year, due to:		
	(-)	(-)
Financial assets available to meet cash needs for general expenditures within one year	\$ 627,836	\$ 348,565

URBAN LEAGUE OF MIDDLE TENNESSEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2021
(WITH COMPARATIVE TOTALS AS OF JUNE 30, 2020)

NOTE 4---ACCOUNTS RECEIVABLE

Accounts receivable consist of the following:

	2021	2020
Contributions receivable	\$ 46,099	\$ 85,955
Allowance of doubtful accounts	-	(28,080)
Total contributions (net)	<u>\$ 46,099</u>	<u>\$ 33,169</u>

NOTE 5---OTHER CURRENT ASSETS

Other current assets consist of the following:

	2021	2020
Prepaid expense	\$ 10,409	\$ 10,324
Security deposit	7,461	7,461
Total	<u>\$ 17,870</u>	<u>\$ 17,785</u>

NOTE 6---PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	2021	2020
Computer equipment	\$ 94,578	\$ 91,287
Furniture and fixtures	23,340	23,340
Art Collection	2,000	2,000
Machinery and equipment	6,758	6,758
Less: accumulated depreciation	(118,187)	(112,055)
Total	<u>\$ 8,489</u>	<u>\$ 11,330</u>

Depreciation expense for the years ended June 30, 2021 and 2020 was \$6,132 and \$11,920 respectively.

NOTE 7---LINE OF CREDIT

The Organization has a \$100,000 revolving line of credit with a financial institution, with a variable interest rate of 6%. The balance outstanding on this line of credit as of June 30, 2021 and June 30, 2020 was \$202,829 and \$71,747 respectively. The balance is due on demand. The assets of the Organization secure the line of credit.

URBAN LEAGUE OF MIDDLE TENNESSEE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2021
(WITH COMPARATIVE TOTALS AS OF JUNE 30, 2020)

NOTE 8---PPP LOAN

On May 4, 2020, The Organization was granted a loan from Truist Bank in the aggregate amount of \$22,800, pursuant to the Paycheck Protection Program (the "PPP") under the Division A, Title of the CARES Act, which was enacted March 27, 2020.

The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six months. The Organization intends to use the proceeds for purposes consistent with the PPP. While the Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, we cannot assure you that we will not take actions that could cause the Organization to be ineligible for forgiveness of the loan, in whole or in part.

NOTE 9---OPERATING LEASES

The Organization leases space for administrative and program services under the terms of an operating lease. The term of the lease is for five years beginning May 1, 2014 and ending on September 30, 2020. The monthly lease payment as of June 30, 2020 was \$8,704; which began on October 1, 2019. Rent expense for the years ended June 30, 2020 and June 30, 2019, was \$106,664 and \$109,144, respectively.

NOTE 10---SUBSEQUENT EVENTS

There were no subsequent events requiring disclosure as of January 20, 2022, the date management evaluated such events. January 20, 2022, is the date the financial statements were available to be issued.