

**Grant contract between the Metropolitan Government of Nashville and Davidson County and  
The Mary Parrish Center # \_\_\_\_\_**

**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY AND  
The Mary Parrish Center**

This Grant Contract issued and entered into pursuant to **RS####-####** by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and The Mary Parrish Center hereinafter referred to as the "Recipient," is for the provision of, as further defined in the "SCOPE OF PROGRAM."

**A. SCOPE OF PROGRAM:**

- A.1. The Recipient will use the funds for the following: The Mary Parrish Center's (MPC) primary goal is to provide transitional and permanent housing and support services to survivors of interpersonal violence including domestic violence, sexual assault, dating violence, stalking and/or human trafficking. Specifically, MPC will:
- a. Help survivors of interpersonal violence and their children heal from their trauma.
    - 1. Provide individual, group, and family therapy for adult and child clients, using evidenced-based trauma therapies such as Trauma-Focused Cognitive Behavior Therapy (TF-CBT) and Eye Movement Desensitization and Reprocessing (EMDR).
    - 2. Provide brief crisis intervention as needed.
  - b. Help survivors of interpersonal violence and their children regain their sense of safety and self-worth.
    - 1. Provide housing stability or relocation through our transitional and rapid re-housing programs.
    - 2. Maintain the security of the transitional housing program property, including but not limited to general upkeep of the alarm system, security cameras, and external window bars.
    - 3. Develop safety plans with each of its clients at their point of entry and will help revise them over time as clients' situations and schedules change.
    - 4. Provide intensive case management services that foster a collaborative process of assessment, planning, coordination, evaluation and advocacy for options and services to meet clients' needs.
    - 5. Complete Danger Assessments with survivors.
  - c. Prioritize high risk-clients and referrals from Nashville's Family Safety Centers
- A.2. The Recipient must spend these funds consistent with their proposed use in the recipient's funding application, hereinafter referred to as 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.

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**B. GRANT CONTRACT TERM:**

- B.1. Grant Contract Term. The term of this Grant shall be for a period of twelve (12) months, commencing on **July 1, 2022**, and ending on **June 30, 2023**. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed fifty thousand dollars (**\$50,000**) The Grant Spending Plan, attached and incorporated herein as part of Attachment 1, shall 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 program costs incurred or to be incurred by the Recipient during the contract term.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.
- C.3. Payment Methodology. The Recipient shall be compensated on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

All invoices shall be sent to **Dolly Cook at dollycook@jnsnashville.gov**. Said payment shall not exceed the maximum liability of this Grant Contract.

Documentation to serve as proof of delivered services of a kind and type as specified for the Recipient by the Office of Family Safety personnel must accompany submission of invoices in order to be eligible for payment. Generally, invoices for reimbursement will be accepted on a quarterly basis, but the Office of Family Safety personnel will consider written requests for monthly reimbursement and advise Recipient if approved. Final invoices for the contract period must be received by **July 15, 2023**. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Annual Expenditure Report. The Recipient must submit a final grant Annual Expenditure Report, to be received by the Office of Family Safety, within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.6. Unallowable Costs. The Recipient's invoice shall 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 unallowable.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.

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- C.8. Travel Compensation. Payment to the Recipient for travel, meals, or lodging shall be subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro 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.3.1 Termination for Cause. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.3.2. Termination—Notice. Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.3.2.a. The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- D.3.2.b. Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.3.3. Termination –Funding. The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall 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 shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the 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 shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. The Recipient shall 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, shall 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 shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall 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 shall be subject to monitoring and evaluation by the Office of Family Safety, the Metropolitan Office of Financial Accountability and/or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit quarterly metric/outcome reports by no later than the following dates: **January 31<sup>st</sup>**, **March 31, 2022**, and a Final Program Report, to be received by the Office of Family Safety within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the Recipient's progress on each of the core metrics identified in the grant solicitation and any program specific and/or outcome measure identified in the Recipient's Grant Spending Plan as funded under this Grant Contract. Additional metrics may be requested over the course of this cycle. **Program Reports must be submitted to LaToya Townsend at [latoyatownsend@jnsnashville.gov](mailto:latoyatownsend@jnsnashville.gov) and Beverly Scott at [beverlyascott@jnsnashville.gov](mailto:beverlyascott@jnsnashville.gov) .**
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment 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 shall have no liability except as specifically provided in this Grant Contract.
- D.13. Independent Contractor. Nothing herein shall 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 shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall 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 shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages

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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 shall 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) Grantee's duties under this section shall 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 shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall 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 shall not be construed as part of this Grant Contract.
- D.20. Metro Interest in Equipment. The Recipient shall 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" shall be 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 shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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 shall inure to the benefit of and shall 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 shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient

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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 shall 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 shall 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 shall be in writing and shall 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.

For contract-related matters:  
LaToya Townsend  
Metro Office of Family Safety  
610 Murfreesboro Pike  
Nashville, TN 37210  
(615) 862-5159 phone  
[latoyatownsend@jnsnashville.gov](mailto:latoyatownsend@jnsnashville.gov)

For enquiries regarding invoices:  
Dolly Cook  
Metro Office of Family Safety  
610 Murfreesboro Pike  
Nashville, TN 37210  
(615) 862-5072  
[Dollycook@jnsnashville.gov](mailto:Dollycook@jnsnashville.gov)

Copy Beverly Scott [beverlyascott@jnsnashville.gov](mailto:beverlyascott@jnsnashville.gov)

Recipient:  
Mary Katherine Rand  
Executive Director  
The Mary Parrish Center  
P.O. Box 60009  
Nashville, TN 37206

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.

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- 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall 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.

Effective Date. This contract shall 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 shall be effective as of the date first written above.

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

<b>RECIPIENT NAME:</b>	The Mary Parrish Center
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 07/01/22 through 06/30/23				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH <i>(participation)</i>	TOTAL PROJECT
	Salaries and Wages	\$48,284.00	\$75,000.00	\$123,284.00
	Benefits and Taxes [(PERCENT)]			\$0.00
	Professional Fees			\$0.00
	Supplies	\$1,716.00		\$1,716.00
	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
	<b>GRAND TOTAL</b>	<b>\$50,000.00</b>	<b>\$75,000.00</b>	<b>\$125,000.00</b>

**Salaries and Wages: \$48,284**

Our Executive Director will be responsible for monitoring all programmatic and financial activities under this grant as well as providing direct supervision to the Director of Programs and Therapist, accounting for 5% of her time. \$4,784 or 5% of her salary (\$95,679) will be charged to CPF for the period July 1, 2022- June 30, 2023.

Our Director of Programs will be responsible for monitoring all programmatic activities under this grant, as well as provide direct supervision to program staff, accounting for 25% of her time. We will charge \$18,000 or 25% of her salary (\$72,000) to CPF for the period July 1, 2022- June 30, 2023.

Christina will provide therapeutic services to survivors seeking counseling under this program. We will charge \$13,750 or 25% of her salary (\$55,000) to this grant for her salary for the period July 1, 2022-June 30, 2023, as 25% of her time will be devoted to those activities under this grant project.

Our Rapid Re-Housing Advoate will be responsible for the implementation of case management activities under this grant. We will charge \$11,750 or 25% of her salary (\$47,000) to this grant for her salary for the period July 1, 2022-June 30, 2023, as 25% of her time will be devoted to those activities under this grant project.

**Supplies: \$1,716**

Food, grocery store gift cards and bus passes to be used by clients in need of extra assistance. When this type of financial assistance can be given directly to survivors, they gain options for finding safety and stability as they rebuild their life after abuse.



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**RECIPIENT: The Mary Parrish Center**

**By:** Mary Katherine Rand

**Title:** Executive Director

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



\_\_\_\_\_  
Director - Office of Family Safety

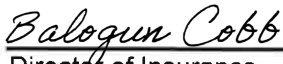
APPROVED AS TO AVAILABILITY OF  
FUNDS:



\_\_\_\_\_  
Director of Finance

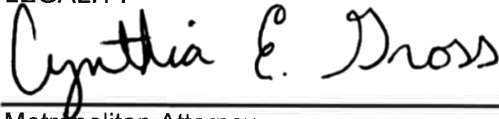
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APPROVED AS TO RISK AND  
INSURANCE:



\_\_\_\_\_  
Director of Insurance

APPROVED AS TO FORM AND  
LEGALITY



\_\_\_\_\_  
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and  
Nurture the Next # \_\_\_\_\_**

**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY AND  
Nurture the Next**

This Grant Contract issued and entered into pursuant to **RS####-####** by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro" and Nurture the Next hereinafter referred to as the "Recipient," is for the provision of, as further defined in the "SCOPE OF PROGRAM."

**A. SCOPE OF PROGRAM:**

- A.1. The Recipient will use the funds for the following: The overarching goal of this project is to build public awareness around the signs and risk factors of interpersonal violence in order to increase the number of victims accessing services through the Family Safety Center (FSC) who are not currently being served. Specifically, Nurture the Next will:
- a. Develop an outreach plan for FY2023 in partnership with the OFS Staff:
    - a. In previous years, OFS has utilized a variety of communication tools and awareness methods, including video production, digital advertising, radio ads, media relations, and the development of marketing materials for grassroots outreach.
    - b. Nurture the Next will subcontract with Chorus, a Nashville-based communications firm with specific expertise in the issue of interpersonal violence, to develop an outreach plan for Fiscal Year 2023.
    - c. Chorus will create the plan in partnership with staff from the Office of Family Safety to assess which existing communication assets from previous years can be repurposed, what additional communication tools might be needed, and which communication strategies will help the agency yield the best return on investment. The outreach plan will include a mix of strategies, which may include paid media, earned media, and grassroots communication.
  - b. Implement the outreach plan:
    - a. Chorus will oversee the implementation of the plan. This may include:
      - i. Media relations
      - ii. Messaging and content development
      - iii. Video production or editing
      - iv. Graphic design of digital or hard copy materials
      - v. Ad development and placement
- A.2. The Recipient must spend these funds consistent with their proposed use in the recipient's funding application, hereinafter referred to as 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:**

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B.1. Grant Contract Term. The term of this Grant shall be for a period of twelve (12) months, commencing on **July 1, 2022**, and ending on **June 30, 2023**. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed thirty thousand dollars (**\$30,000**) The Grant Spending Plan, attached and incorporated herein as part of Attachment 1, shall 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 program costs incurred or to be incurred by the Recipient during the contract term.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

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All invoices shall be sent to **Dolly Cook at dollycook@jnsnashville.gov**. Said payment shall not exceed the maximum liability of this Grant Contract.

Documentation to serve as proof of delivered services of a kind and type as specified for the Recipient by the Office of Family Safety personnel must accompany submission of invoices in order to be eligible for payment. Generally, invoices for reimbursement will be accepted on a quarterly basis, but the Office of Family Safety personnel will consider written requests for monthly reimbursement and advise Recipient if approved. Final invoices for the contract period must be received by **July 15, 2023**. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

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C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.6. Unallowable Costs. The Recipient's invoice shall 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 unallowable.

C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall 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  
Nurture the Next # \_\_\_\_\_**

- C.8. Travel Compensation. Payment to the Recipient for travel, meals, or lodging shall be subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro 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.3.1 Termination for Cause. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.3.2. Termination—Notice. Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.3.2.a. The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- D.3.2.b. Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.3.3. Termination –Funding. The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in

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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 shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the 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 shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. The Recipient shall 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, shall 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 shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall 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 shall be subject to monitoring and evaluation by the Office of Family Safety, the Metropolitan Office of Financial Accountability and/or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit quarterly metric/outcome reports by no later than the following dates: **January 31<sup>st</sup>**, **March 31, 2023**, and a Final Program Report, to be received by the Office of Family Safety within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the Recipient's progress on each of the core metrics identified in the grant solicitation and any program specific and/or outcome measure identified in the Recipient's Grant Spending Plan as funded under this Grant Contract. Additional metrics may be requested over the course of this cycle. **Program Reports must be submitted to LaToya Townsend at [latoyatownsend@jnsnashville.gov](mailto:latoyatownsend@jnsnashville.gov) and Beverly Scott at [beverlyascott@jnsnashville.gov](mailto:beverlyascott@jnsnashville.gov).**
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment 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 shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall 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 shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and  
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(a) Recipient shall 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 shall 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) Grantee's duties under this section shall 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 shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall 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 shall not be construed as part of this Grant Contract.
- D.20. Metro Interest in Equipment. The Recipient shall 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" shall be 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 shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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 shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for

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the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall 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 shall 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 shall 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 shall be in writing and shall 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.

For contract-related matters:  
LaToya Townsend  
Metro Office of Family Safety  
610 Murfreesboro Pike  
Nashville, TN 37210  
(615) 862-5159 phone  
[latoyatownsend@jnsnashville.gov](mailto:latoyatownsend@jnsnashville.gov)

For enquiries regarding invoices:  
Dolly Cook  
Metro Office of Family Safety  
610 Murfreesboro Pike  
Nashville, TN 37210  
(615) 862-5072  
[Dollycook@jnsnashville.gov](mailto:Dollycook@jnsnashville.gov)

Copy Beverly Scott [beverlyascott@jnsnashville.gov](mailto:beverlyascott@jnsnashville.gov)

Recipient:

Kristen Davis  
President & CEO  
Nurture the Next  
4721 Trousdale Drive, Suite 121  
Nashville, TN 37220

- 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



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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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall 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.

Effective Date. This contract shall 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 shall be effective as of the date first written above.

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**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**GRANT SPENDING PLAN**

<b>RECIPIENT NAME:</b>	Nurture the Next
------------------------	------------------

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE GRANT PERIOD: 07/01/22 through 06/30/23				CONTRACT
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$3,000.00		\$3,000.00
	Benefits and Taxes [(PERCENT)]			\$0.00
	Professional Fees	\$27,000.00		\$27,000.00
	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
	<b>GRAND TOTAL</b>	<b>\$30,000.00</b>	<b>\$0.00</b>	<b>\$30,000.00</b>

**BUDGET JUSTIFICATION:** Nurture the Next will subcontract with Chorus, a Nashville-based communications firm with specific expertise in the issue of interpersonal violence, to develop and implement an outreach plan for OFS for Fiscal Year 2023. Chorus will be responsible for securing any services or supplies required for the execution of the project, including graphic design, printing, and ad placements.

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**RECIPIENT: Nurture the Next**

**By:**  \_\_\_\_\_

**Title:** President & CEO

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



\_\_\_\_\_  
Director - Office of Family Safety

APPROVED AS TO AVAILABILITY OF  
FUNDS:



\_\_\_\_\_  
Director of Finance

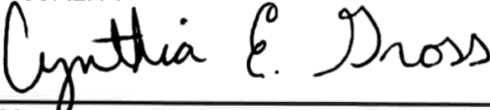
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APPROVED AS TO RISK AND  
INSURANCE:



\_\_\_\_\_  
Director of Insurance

APPROVED AS TO FORM AND  
LEGALITY



\_\_\_\_\_  
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and  
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**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY AND  
The Tennessee Coalition Against Domestic and Sexual Violence**

This Grant Contract issued and entered into pursuant to **RS#### ####** by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro" and the Tennessee Coalition Against Domestic and Sexual Violence hereinafter referred to as the "Recipient," is for the provision of, as further defined in the "SCOPE OF PROGRAM."

**A. SCOPE OF PROGRAM:**

- A.1. The Recipient will use the funds for the following: The primary goal of this project is to increase the safety of immigrant victims of domestic violence, sexual assault, stalking, and trafficking in Davidson County through the provision of free direct legal representation. Specifically, the Tennessee Coalition Against Domestic and Sexual Violence will:
- a. Increase the safety of immigrant victims of domestic violence, sexual assault, and trafficking in Davidson County by filling gaps in services through the provision of free, direct legal representation. Activities to accomplish this goal include:
    1. File immigrant and non-immigrant petitions, including Violence Against Women Act (VAWA) self-petitions
    2. Apply for U-Visas (Victims of Crime Visas, which allow immigrant victims of violence to live and work in the U.S.)
    3. Apply for T-Visas (Victims of Trafficking Visas, which allow victims of trafficking to live and work in the U.S.)
    4. Represent clients in removal proceedings
    5. Attend U.S. Citizenship and Immigrant Services (USCIS) immigration interviews
    6. Refer victims with non-immigration cases to local attorneys
    7. Apply for work authorizations so that clients may work in the U.S.
    8. Hold monthly legal clinics at the Family Safety Center
    9. Provide holistic services to clients by collaborating with law enforcement, courts, domestic violence programs and social service agencies
    10. Increase the safety of clients by conducting a danger assessment and safety plan
    11. Providing outreach to culturally specific organizations from diverse immigrant communities
    12. Participate in community meetings such as the Human Trafficking Collaborative, the Nashville Task Force on Refugees and Immigrants, and Encuentro Latino
    13. Provide clients with information and referrals for wrap-around services such as shelter, food, housing, and healthcare
- A.2. The Recipient must spend these funds consistent with their proposed use in the recipient's funding application, hereinafter referred to as 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  
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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 shall be for a period of twelve (12) months, commencing on **July 1, 2022**, and ending on **June 30, 2023**. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed fifteen thousand dollars (**\$15,000**) The Grant Spending Plan, attached and incorporated herein as part of Attachment 1, shall 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 program costs incurred or to be incurred by the Recipient during the contract term.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. Payment Methodology. The Recipient shall be compensated on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

All invoices shall be sent to **Dolly Cook at dollycook@jnsnashville.gov**. Said payment shall not exceed the maximum liability of this Grant Contract.

Documentation to serve as proof of delivered services of a kind and type as specified for the Recipient by the Office of Family Safety personnel must accompany submission of invoices in order to be eligible for payment. Generally, invoices for reimbursement will be accepted on a quarterly basis, but the Office of Family Safety personnel will consider written requests for monthly reimbursement and advise Recipient if approved. Final invoices for the contract period must be received by **July 15, 2023**. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.4. Annual Expenditure Report. The Recipient must submit a final grant Annual Expenditure Report, to be received by the Office of Family Safety, within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.6. Unallowable Costs. The Recipient's invoice shall 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 unallowable.

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- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.8. Travel Compensation. Payment to the Recipient for travel, meals, or lodging shall be subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro 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.3.1 Termination for Cause. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.3.2. Termination—Notice. Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.3.2.a. The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- D.3.2.b. Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.3.3. Termination –Funding. The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written

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

- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall 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 shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the 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 shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. The Recipient shall 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, shall 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 shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall 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 shall be subject to monitoring and evaluation by the Office of Family Safety, the Metropolitan Office of Financial Accountability and/or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit quarterly metric/outcome reports by no later than the following dates: **January 31<sup>st</sup>, March 31, 2023**, and a Final Program Report, to be received by the Office of Family Safety within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the Recipient's progress on each of the core metrics identified in the grant solicitation and any program specific and/or outcome measure identified in the Recipient's Grant Spending Plan as funded under this Grant Contract. Additional metrics may be requested over the course of this cycle. **Program Reports must be submitted to LaToya Townsend at [latoyatownsend@jnsnashville.gov](mailto:latoyatownsend@jnsnashville.gov) and Beverly Scott at [beverlyascott@jnsnashville.gov](mailto:beverlyascott@jnsnashville.gov).**
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment 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 shall have no liability except as specifically provided in this Grant Contract.



**Grant contract between the Metropolitan Government of Nashville and Davidson County and  
The Tennessee Coalition Against Domestic and Sexual Violence**

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- D. 13. Independent Contractor. Nothing herein shall 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 shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall 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 shall 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 shall 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) Grantee's duties under this section shall 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 shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall 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 shall not be construed as part of this Grant Contract.
- D. 20. Metro Interest in Equipment. The Recipient shall 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" shall be 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and  
The Tennessee Coalition Against Domestic and Sexual Violence**

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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 shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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 shall inure to the benefit of and shall 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 shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall 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 shall 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 shall 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 shall be in writing and shall 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.

For contract-related matters:

LaToya Townsend  
Metro Office of Family Safety  
610 Murfreesboro Pike  
Nashville, TN 37210  
(615) 862-5159 phone  
[latoyatownsend@jnsnashville.gov](mailto:latoyatownsend@jnsnashville.gov)

For enquiries regarding invoices:

Dolly Cook  
Metro Office of Family Safety  
610 Murfreesboro Pike  
Nashville, TN 37210  
(615) 862-5072  
[Dollycook@jnsnashville.gov](mailto:Dollycook@jnsnashville.gov)

Copy Beverly Scott [beverlyascott@jnsnashville.gov](mailto:beverlyascott@jnsnashville.gov)

Recipient:

Kathy Walsh  
404 BNA Drive, Suite 210  
Nashville, TN 37217

**Grant contract between the Metropolitan Government of Nashville and Davidson County and  
The Tennessee Coalition Against Domestic and Sexual Violence**

# \_\_\_\_\_

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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall 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.

Effective Date. This contract shall 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 shall be effective as of the date first written above.

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

<b>RECIPIENT NAME:</b>	Tennessee Coalition to End Domestic and Sexual Violence
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 07/01/21 through 06/30/22				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$12,000.00		\$12,000.00
	Benefits and Taxes [(20 PERCENT)]	\$2,500.00		\$2,500.00
	Professional Fees	\$150.00		\$150.00
	Supplies	\$25.00		\$25.00
	Communications	\$50.00		\$50.00
	Postage and Shipping	\$25.00		\$25.00
	Occupancy	\$150.00		\$150.00
	Equipment Rental and Maintenance	\$50.00		\$50.00
	Printing and Publications	\$0.00		\$0.00
	Travel/ Conferences and Meetings	\$25.00		\$25.00
	Insurance	\$25.00		\$25.00
	Specific Assistance to Individuals			\$0.00
	Other Non-Personnel	\$0.00		\$0.00
	<b>GRAND TOTAL</b>	<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>

**Budget Justification: Salaries: est. \$12,000 - These funds will be used to pay an estimated portion of the ILC Legal Advocate (10%), and ILC Attorney (10%). Benefits: est. \$2500 - prorated portion of taxes, health, dental, vision, long term disability insurances and a 3% retirement match. Professional fees: est. \$150 -prorated portion of I.T., contract bookkeeper, payroll services, interpretation services, HR consultant, alarm, Lexis Nexus, Legal Files, etc. Supplies: est. \$25— office supplies. Communications: est. \$25 – prorated portion of office telephone. Postage: est. \$25 – to communicate with clients and courts. Occupancy: est. \$150 – prorated cost office rent. Equipment rental/Main.: est. \$50 – prorated cost associated with printers, copiers and office equipment. Travel: est. \$25 to travel to mobile clinics at FCS. Insurance: est. \$25 – prorated portion of required insurances for lawyers, workers comp, and agency insurance.**

**Grant contract between the Metropolitan Government of Nashville and Davidson County and  
The Tennessee Coalition Against Domestic and Sexual Violence**

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**RECIPIENT: The Tennessee Coalition  
Against Domestic and Sexual Violence**

By: Kathy Walsh

Title: 11/15/22

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



\_\_\_\_\_  
Director - Office of Family Safety

APPROVED AS TO AVAILABILITY OF  
FUNDS:



\_\_\_\_\_  
Director of Finance

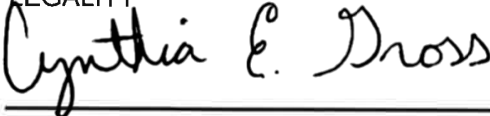
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APPROVED AS TO RISK AND  
INSURANCE:



\_\_\_\_\_  
Director of Insurance

APPROVED AS TO FORM AND  
LEGALITY



\_\_\_\_\_  
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and Family and Children's Services # \_\_\_\_\_**

**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY AND  
FAMILY AND CHILDREN'S SERVICES**

This Grant Contract issued and entered into pursuant to **RS####-####** by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro" and the Family and Children's Services hereinafter referred to as the "Recipient," is for the provision of, as further defined in the "SCOPE OF PROGRAM."

**A. SCOPE OF PROGRAM:**

- A.1. The Recipient will use the funds for the following: The primary goal of this project is for Family & Children's Services to provide crisis services to victims of interpersonal violence via the Crisis Contact Center with 24/7/365 access to highly trained crisis intervention specialists. Specifically, Family and Children's Services will:
- a. Assess clients for risk, served through a strength-based and active listening approach, and connected to needed resources for the purposes of deescalating risk, establishing safety, empowering the caller, and building hope.
    - a. Crisis specialists will assist callers struggling interpersonal violence, suicidal ideation, grief, depression, anxiety, addiction, and/or other traumas,
    - b. F&CS crisis specialists will follow Albert Robert's 7 Stages of Crisis Intervention model.
    - c. Crisis specialists will be trained to on interpersonal violence by the Office of family safety in order to screen for risk of lethality.
    - d. Crisis specialists will establish rapport with clients to determine major problems and focus on emotional feelings.
    - e. Crisis specialists will explore alternatives to the problems and end calls with resources, coping skills, or follow-up depending on the nature of the call
    - f. Crisis specialists will support callers in imminent risk to successful resolution through:
      - i. de-escalation, safety planning, and referral to community resources. F&CS crisis specialists are trained to call external emergency intervention or public safety services (e.g. police or mobile crisis units) only if alternative, less intrusive methods don't assure safety.
  - b. Family and Children's Services will prioritize referrals from Nashville's Family Safety Centers.
- A.2. The Recipient must spend these funds consistent with their proposed use in the recipient's funding application, hereinafter referred to as 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 Family and Children's Services # \_\_\_\_\_**

B.1. Grant Contract Term. The term of this Grant shall be for a period of twelve (12) months, commencing on **July 1, 2022**, and ending on **June 30, 2023**. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed fifteen thousand dollars (**\$15,000**) The Grant Spending Plan, attached and incorporated herein as part of Attachment 1, shall 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 program costs incurred or to be incurred by the Recipient during the contract term.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. Payment Methodology. The Recipient shall be compensated on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

All invoices shall be sent to **Dolly Cook at dollycook@jnsnashville.gov**. Said payment shall not exceed the maximum liability of this Grant Contract.

Documentation to serve as proof of delivered services of a kind and type as specified for the Recipient by the Office of Family Safety personnel must accompany submission of invoices in order to be eligible for payment. Generally, invoices for reimbursement will be accepted on a quarterly basis, but the Office of Family Safety personnel will consider written requests for monthly reimbursement and advise Recipient if approved. Final invoices for the contract period must be received by **July 15, 2023**. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.4. Annual Expenditure Report. The Recipient must submit a final grant Annual Expenditure Report, to be received by the Office of Family Safety, within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.6. Unallowable Costs. The Recipient's invoice shall 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 unallowable.

C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall 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 Family and Children's Services # \_\_\_\_\_**

- C.8. Travel Compensation. Payment to the Recipient for travel, meals, or lodging shall be subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro 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.3.1 Termination for Cause. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.3.2. Termination—Notice. Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.3.2.a. The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- D.3.2.b. Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.3.3. Termination –Funding. The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in

**Grant contract between the Metropolitan Government of Nashville and Davidson County and  
Family and Children's Services # \_\_\_\_\_**

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 shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the 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 shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. The Recipient shall 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, shall 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 shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall 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 shall be subject to monitoring and evaluation by the Office of Family Safety, the Metropolitan Office of Financial Accountability and/or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit quarterly metric/outcome reports by no later than the following dates: **January 31<sup>st</sup>, March 31, 2023**, and a Final Program Report, to be received by the Office of Family Safety within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the Recipient's progress on each of the core metrics identified in the grant solicitation and any program specific and/or outcome measure identified in the Recipient's Grant Spending Plan as funded under this Grant Contract. Additional metrics may be requested over the course of this cycle. **Program Reports must be submitted to LaToya Townsend at [latoyatownsend@jnsnashville.gov](mailto:latoyatownsend@jnsnashville.gov) and Beverly Scott at [beverlyascott@jnsnashville.gov](mailto:beverlyascott@jnsnashville.gov).**
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment 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 shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall 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 shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and Family and Children's Services # \_\_\_\_\_**

(a) Recipient shall 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 shall 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) Grantee's duties under this section shall 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 shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall 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 shall not be construed as part of this Grant Contract.
- D.20. Metro Interest in Equipment. The Recipient shall 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" shall be 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 shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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 shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for

**Grant contract between the Metropolitan Government of Nashville and Davidson County and Family and Children's Services # \_\_\_\_\_**

the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall 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 shall 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 shall 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 shall be in writing and shall 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.

For contract-related matters:  
LaToya Townsend  
Metro Office of Family Safety  
610 Murfreesboro Pike  
Nashville, TN 37210  
(615) 862-5159 phone  
[latoyatownsend@jisnashville.gov](mailto:latoyatownsend@jisnashville.gov)

For enquiries regarding invoices:  
Dolly Cook  
Metro Office of Family Safety  
610 Murfreesboro Pike  
Nashville, TN 37210  
(615) 862-5072  
[Dollycook@jisnashville.gov](mailto:Dollycook@jisnashville.gov)

Copy Beverly Scott [beverlyascott@jisnashville.gov](mailto:beverlyascott@jisnashville.gov)

Recipient:

Michael McSurdy  
CEO  
Family & Children's Services  
The Honey Alexander Center  
2400 Clifton Ave  
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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and Family and Children's Services # \_\_\_\_\_**

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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall 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.

Effective Date. This contract shall 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 shall be effective as of the date first written above.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

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

<b>RECIPIENT NAME:</b>	Family & Children's Service
------------------------	-----------------------------

<b>THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: July 1, 2022 to June 30, 2023</b>				
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY</b>	<b>METRO GRANT FUNDS</b>	<b>RECIPIENT MATCH (participation)</b>	<b>TOTAL PROJECT</b>
	Salaries and Wages	\$15,000.00	\$529,668.00	\$544,668.00
	Benefits and Taxes (18.82% of Total Salary Costs)		\$102,504.00	\$102,504.00
	Professional Fees		\$28,597.00	\$28,597.00
	Supplies		\$9,186.00	\$9,186.00
	Communications		\$13,607.00	\$13,607.00
	Postage and Shipping		\$300.00	\$300.00
	Occupancy		\$9,407.00	\$9,407.00
	Equipment Rental and Maintenance		\$3,002.00	\$3,002.00
	Printing and Publications		\$3,500.00	\$3,500.00
	Travel/ Conferences and Meetings		\$5,280.00	\$5,280.00
	Insurance		\$5,538.00	\$5,538.00
	Specific Assistance to Individuals		\$0.00	\$0.00
	Other Non-Personnel: ADM Allocation		\$136,485.00	\$136,485.00
	<b>GRAND TOTAL</b>	<b>\$15,000.00</b>	<b>\$847,074.00</b>	<b>\$862,074.00</b>

**Budget Justification:** Requested funds will be used to fund a portion of the Family & Children's Service (F&CS) Crisis Contact Center permanent and on-call staffing costs [Line item: salaries and wages]. The requested funds (\$15,000) account for approximately 2% of the program's budget serving over 1,000 callers each year.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and  
Family and Children's Services # \_\_\_\_\_**

**RECIPIENT: Family and Children's  
Services**

By: Michael McGaughey

Title: President - CEO

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



\_\_\_\_\_  
Director - Office of Family Safety

APPROVED AS TO AVAILABILITY OF  
FUNDS:



\_\_\_\_\_  
Director of Finance

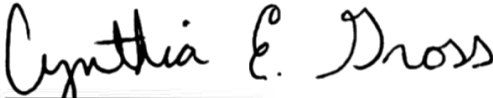
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APPROVED AS TO RISK AND  
INSURANCE:



\_\_\_\_\_  
Director of Insurance

APPROVED AS TO FORM AND  
LEGALITY



\_\_\_\_\_  
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

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



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

This Grant Contract issued and entered into pursuant to **RS####-####** by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and Agape hereinafter referred to as the "Recipient," is for the provision of, as further defined in the "SCOPE OF PROGRAM."

**A. SCOPE OF PROGRAM:**

- A.1. The Recipient will use the funds for the following: Agape's primary goal is to provide professional and trained advocates at the Family Safety Center to offer services to victims of domestic violence during the hours of 4:30 PM - 8:00 AM including weekdays, weekends, and governmental holidays. Specifically, Agape will:
- a. Provide professionally trained advocates at the Family Safety Center for of 4:30p-8:00a weekdays as well as weekends, and governmental holidays as staffing is available
  - b. Provide safety planning to meet the determined needs including but not limited to referrals for Orders of Protection and court advocacy services.
  - c. Provide referrals to AGAPE's Director of Legal Services, The Legal Aid Society of Middle Tennessee and the Cumberland, and pro-bono services as requested by clients
  - d. Provide linkage to additional court advocacy services through the Jean Crowe Advocacy Center and Family Safety Center of Nashville
  - e. Prioritize high risk-clients and referrals from Nashville's Family Safety Centers
- A.2. The Recipient must spend these funds consistent with their proposed use in the recipient's funding application, hereinafter referred to as 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 shall be for a period of twelve (12) months, commencing on **July 1, 2022**, and ending on **June 30, 2023**. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed forty thousand dollars (**\$40,000**). The Grant Spending Plan, attached and incorporated herein as part of Attachment 1, shall 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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and Agape # \_\_\_\_\_**

items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct program costs incurred or to be incurred by the Recipient during the contract term.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.
- C.3. Payment Methodology. The Recipient shall be compensated on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

All invoices shall be sent to **Dolly Cook at dollycook@jnsnashville.gov**. Said payment shall not exceed the maximum liability of this Grant Contract.

Documentation to serve as proof of delivered services of a kind and type as specified for the Recipient by the Office of Family Safety personnel must accompany submission of invoices in order to be eligible for payment. Generally, invoices for reimbursement will be accepted on a quarterly basis, but the Office of Family Safety personnel will consider written requests for monthly reimbursement and advise Recipient if approved. Final invoices for the contract period must be received by **July 15, 2023**. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Annual Expenditure Report. The Recipient must submit a final grant Annual Expenditure Report, to be received by the Office of Family Safety, within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.6. Unallowable Costs. The Recipient's invoice shall 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 unallowable.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.8. Travel Compensation. Payment to the Recipient for travel, meals, or lodging shall be subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and Agape # \_\_\_\_\_**

**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.3.1 Termination for Cause. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.3.2. Termination—Notice. Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.3.2.a. The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- D.3.2.b. Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.3.3. Termination –Funding. The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall 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 shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the 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 shall, upon request, show proof of such nondiscrimination and shall 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  
Agape # \_\_\_\_\_**

- D.7. Records. The Recipient shall 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, shall 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 shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall 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 shall be subject to monitoring and evaluation by the Office of Family Safety, the Metropolitan Office of Financial Accountability and/or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit quarterly metric/outcome reports by no later than the following dates: **January 31<sup>st</sup>, March 31, 2023**, and a Final Program Report, to be received by the Office of Family Safety within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the Recipient's progress on each of the core metrics identified in the grant solicitation and any program specific and/or outcome measure identified in the Recipient's Grant Spending Plan as funded under this Grant Contract. Additional metrics may be requested over the course of this cycle. **Program Reports must be submitted to LaToya Townsend at [latoyatownsend@jnsnashville.gov](mailto:latoyatownsend@jnsnashville.gov) and Beverly Scott at [beverlyascott@jnsnashville.gov](mailto:beverlyascott@jnsnashville.gov).**
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment 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 shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall 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 shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall 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 shall 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and  
Agape # \_\_\_\_\_**

(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 shall 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) Grantee's duties under this section shall 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 shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall 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 shall not be construed as part of this Grant Contract.
- D.20. Metro Interest in Equipment. The Recipient shall 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" shall be 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 shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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 shall inure to the benefit of and shall 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 shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall 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 shall 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,

**Grant contract between the Metropolitan Government of Nashville and Davidson County and Agape # \_\_\_\_\_**

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 shall 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 shall be in writing and shall 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.

For contract-related matters:

LaToya Townsend  
Metro Office of Family Safety  
610 Murfreesboro Pike  
Nashville, TN 37210  
(615) 862-5159 phone  
[latoyatownsend@jnsnashville.gov](mailto:latoyatownsend@jnsnashville.gov)

For enquiries regarding invoices:

Dolly Cook  
Metro Office of Family Safety  
610 Murfreesboro Pike  
Nashville, TN 37210  
(615) 862-5072  
[Dollycook@jnsnashville.gov](mailto:Dollycook@jnsnashville.gov)

Copy Beverly Scott [beverlyascott@jnsnashville.gov](mailto:beverlyascott@jnsnashville.gov)

Recipient:

Chandler Means  
Executive Director  
AGAPE  
P.O. Box 568  
Madison, TN 37116

- 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and  
Agape # \_\_\_\_\_**

- c. The Recipient shall 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.

Effective Date. This contract shall 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 shall be effective as of the date first written above.

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

<b>RECIPIENT NAME:</b>	AGAPE
------------------------	-------

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 07/01/22 through 06/30/23				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$36,500.00		\$36,500.00
	Benefits and Taxes [(PERCENT)]	\$3,500.00		\$3,500.00
	Professional Fees			\$0.00
	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
	<b>GRAND TOTAL</b>			<b>\$40,000.00</b>

**Budget Justification:** Wages, taxes & benefits for a court advocate to work overnight and weekends shifts at the Family Safety Center



Grant contract between the Metropolitan Government of Nashville and Davidson County and  
Agape # \_\_\_\_\_

RECIPIENT: Agape

By: V. Chandh Meen

Title: Executive Director

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



\_\_\_\_\_  
Director – Office of Family Safety

APPROVED AS TO AVAILABILITY OF  
FUNDS:



\_\_\_\_\_  
Director of Finance

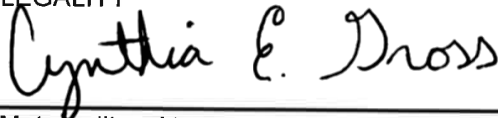
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APPROVED AS TO RISK AND  
INSURANCE:



\_\_\_\_\_  
Director of Insurance

APPROVED AS TO FORM AND  
LEGALITY



\_\_\_\_\_  
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and  
The Nashville Children's Alliance # \_\_\_\_\_**

**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY AND  
The Nashville Children's Alliance**

This Grant Contract issued and entered into pursuant to **RS####-####** by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and The Nashville Children's Alliance hereinafter referred to as the "Recipient," is for the provision of, as further defined in the "SCOPE OF PROGRAM."

**A. SCOPE OF PROGRAM:**

A.1. The Recipient will use the funds for the following: The Nashville Children's Alliance's primary goal is to reduce the effects of adverse childhood experiences for children and families who have experienced child abuse and/or neglect and/or witnessed extreme violence. Specifically, NCA will:

- a. Provide comprehensive wrap-around services and referrals to families in crisis due to allegations of child maltreatment.
  - 1. The Family Support Specialist will address the needs of the complete family system to continue services during the COVID-19 pandemic.
  - 2. The Family Support Specialist will provide professional and appropriate emotional support for non-offending caregivers who are experiencing trauma symptoms in response to the adverse childhood experiences (ACEs) coupled with the chronic stressors of the COVID-19 pandemic.
  - 3. The Family Support Specialist will educate caregivers about the dynamics of abuse, treatment options and access to services
  - 4. The Family Support Specialist will provide literature about abuse prevention, local resources, and referrals for mental health services at NCA and/or other mental health providers.
  - 5. The Family Support Specialist will link families with local community-based advocates including domestic violence advocates, rape crisis counselors, Court Appointed Special Advocates, and system-based advocates (law enforcement victim advocates, and victim witness coordinators) as appropriate.
- b. Fill the gap between the time a child is seen for a forensic interview and when they are able to start therapy.
  - 1. The Family Support Specialist will meet with non-offending caregivers and their child(ren) to provide support with the following:
    - i. Techniques for a non-offending caregiver to support the child
    - ii. Resource connections, higher level of care referrals, if needed
- c. **Eighty-five percent of non-offending caregivers** who come to NCA for a Forensic Interview will be evaluated to determine if they have been affected by COVID-19.
  - 1. Families will be surveyed, and the response will be documented into NCATrak, a secure national database NCA utilizes to track each child abuse referral and statistical information. **This project will serve at least 150 non-offending caregivers at NCA during this reporting period.**

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- d. At least **150 non-offending caregivers** who come to NCA for a forensic interview will be offered referrals for services and resources for themselves or child specific to needs presented. This information will be tracked through NCATrak.
  - e. **Eighty percent or greater** of the completed surveys will indicate a high level of satisfaction and comfort with NCA's Family Support Specialist related services as documented in the OMS Caregiver Survey
  - f. **Eighty percent or greater** of the completed surveys will indicate a high level of understanding about possible behaviors expected from the child as documented in the OMS Caregiver Survey
  - g. At least 45 children will receive additional mental health assessments following a forensic interview during this reporting period. This information will be tracked through NCATrak.
- A.2. The Recipient must spend these funds consistent with their proposed use in the recipient's funding application, hereinafter referred to as 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 shall be for a period of twelve (12) months, commencing on **July 1, 2022**, and ending on **June 30, 2023**. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.
- C. PAYMENT TERMS AND CONDITIONS:
- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed fifty thousand dollars (**\$50,000**) The Grant Spending Plan, attached and incorporated herein as part of Attachment 1, shall 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 program costs incurred or to be incurred by the Recipient during the contract term.
- This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.
- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.
- C.3. Payment Methodology. The Recipient shall be compensated on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

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All invoices shall be sent to **Dolly Cook at dollycook@jnsnashville.gov**. Said payment shall not exceed the maximum liability of this Grant Contract.

Documentation to serve as proof of delivered services of a kind and type as specified for the Recipient by the Office of Family Safety personnel must accompany submission of invoices in order to be eligible for payment. Generally, invoices for reimbursement will be accepted on a quarterly basis, but the Office of Family Safety personnel will consider written requests for monthly reimbursement and advise Recipient if approved. Final invoices for the contract period must be received by **July 15, 2023**. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Annual Expenditure Report. The Recipient must submit a final grant Annual Expenditure Report, to be received by the Office of Family Safety, within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.6. Unallowable Costs. The Recipient's invoice shall 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 unallowable.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.8. Travel Compensation. Payment to the Recipient for travel, meals, or lodging shall be subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro 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.3.1 Termination for Cause. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

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- D.3.2. Termination—Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.3.2.a.** The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- D.3.2.b.** Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.3.3. Termination –Funding.** The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.4. Subcontracting.** The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount shall 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 shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the 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 shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records.** The Recipient shall 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, shall 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 shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall 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 shall be subject to monitoring and evaluation by the Office of Family Safety, the Metropolitan Office of Financial Accountability and/or Metro's duly appointed representatives. The Recipient shall 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.

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- D.9. Reporting. The Recipient must submit quarterly metric/outcome reports by no later than the following dates: **January 31<sup>st</sup>**, **March 31, 2023**, and a Final Program Report, to be received by the Office of Family Safety within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the Recipient's progress on each of the core metrics identified in the grant solicitation and any program specific and/or outcome measure identified in the Recipient's Grant Spending Plan as funded under this Grant Contract. Additional metrics may be requested over the course of this cycle. **Program Reports must be submitted to LaToya Townsend at [latoyatownsend@jnsnashville.gov](mailto:latoyatownsend@jnsnashville.gov) and Beverly Scott at [beverlyascott@jnsnashville.gov](mailto:beverlyascott@jnsnashville.gov) .**
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment 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 shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall 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 shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall 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 shall 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 shall 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) Grantee's duties under this section shall 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 shall be governed by and construed in

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accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall 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 shall not be construed as part of this Grant Contract.
- D.20. Metro Interest in Equipment. The Recipient shall 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" shall be 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 shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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 shall inure to the benefit of and shall 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 shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall 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 shall 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 shall 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 shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the



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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.

For contract-related matters:

LaToya Townsend  
Metro Office of Family Safety  
610 Murfreesboro Pike  
Nashville, TN 37210  
(615) 862-5159 phone  
[latoyatownsend@jjsnashville.gov](mailto:latoyatownsend@jjsnashville.gov)

For enquiries regarding invoices:

Dolly Cook  
Metro Office of Family Safety  
610 Murfreesboro Pike  
Nashville, TN 37210  
(615) 862-5072  
[Dollycook@jjsnashville.gov](mailto:Dollycook@jjsnashville.gov)

Copy Beverly Scott [beverlyascott@jjsnashville.gov](mailto:beverlyascott@jjsnashville.gov)

Recipient:

Dawn Harper  
CEO  
Nashville Children's Alliance  
610 Murfreesboro Pike  
Nashville, TN 37201

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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall 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.

Effective Date. This contract shall 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 shall be effective as of the date first written above.

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

<b>RECIPIENT NAME:</b>	Nashville Children's Alliance
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 07/01/22 through 06/30/23				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$36,627.00	\$5,360.00	\$41,987.00
	Benefits and Taxes [(PERCENT)]	\$8,038.00	\$796.80	\$8,834.80
	Professional Fees	\$2,000.00		\$2,000.00
	Supplies	\$1,040.00		\$1,040.00
	Communications	\$800.00		\$800.00
	Postage and Shipping	\$100.00		\$100.00
	Occupancy			\$0.00
	Equipment Rental and Maintenance	\$430.00		\$430.00
	Printing and Publications	\$345.00		\$345.00
	Travel/ Conferences and Meetings	\$50.00		\$50.00
	Insurance	\$570.00		\$570.00
	Specific Assistance to Individuals	\$0.00		\$0.00
	Other Non-Personnel	\$0.00		\$0.00
	<b>GRAND TOTAL</b>	<b>\$50,000.00</b>	<b>\$6,156.80</b>	<b>\$56,156.80</b>

**Budget Justification: Salaries/Benefits: .90 FTE Family Support Specialist, .08 FTE Clinical Director. Professional fees: 5% of I.T., bookkeeping/audit, payroll processing. Supplies: supplies used to provide services including program and office supplies. Communications, Equipment rental, maintenance & Insurance 5% allocation. Travel: local miles driven: \$50**

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**RECIPIENT: Nashville Children's  
Alliance**

By: Dawn Harper

Title: CEO

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



\_\_\_\_\_  
Director - Officer of Family Safety

APPROVED AS TO AVAILABILITY OF  
FUNDS:



\_\_\_\_\_  
Director of Finance

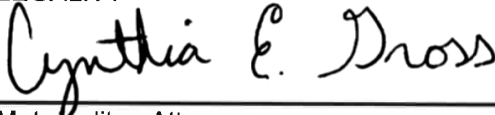
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APPROVED AS TO RISK AND  
INSURANCE:



\_\_\_\_\_  
Director of Insurance

APPROVED AS TO FORM AND  
LEGALITY



\_\_\_\_\_  
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

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