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GRANT SUMMARY SHEET

Grant Name:	HUD CDBG Five Year Plan 22-23
Department:	SOCIAL SERVICES
Grantor:	U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
Pass-Through Grantor (If applicable):	MDHA
Total Award this Action:	$232,545.00
Cash Match Amount:	$0.00
Department Contact:	Andrew Sullivan 862-6406
Status:	CONTINUATION

Program Description:
This is a continuation of the current CDBG grant Metro Social Services has with MDHA. It allows for up to $1,000 for first month's rent, security deposits, and/or utility deposits to secure housing for homeless individuals.

Plan for continuation of services upon grant
None

B.A. Initials DS AB

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Grants Tracking Form

Part One

Pre-Application ○ Application ○ Award Acceptance ◉ Contract Amendment ○

Department	Dept. No.	Contact	Phone	Fax
SOCIAL SERVICES	037	Andrew Sullivan	862-6406	

Grant Name:	HUD CDBG Five Year Plan 22-23		
Grantor:	U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	**Other:**	
Grant Period From:	05/01/22	(applications only) **Anticipated Application Date:**	
Grant Period To:	06/30/23	(applications only) **Application Deadline:**	
Funding Type:	FED PASS THRU	**Multi-Department Grant** ☐ → **If yes, list below.**	
Pass-Thru:	MDHA	**Outside Consultant Project:** ☐	
Award Type:	FORMULA	**Total Award:**	$232,545.00
Status:	CONTINUATION	**Metro Cash Match:**	$0.00
Metro Category:	Est. Prior.	**Metro In-Kind Match:**	$0.00
CFDA #	N/A	**Is Council approval required?** ☑	
Project Description:		**Applic. Submitted Electronically?** ☐	

This is a continuation of the current CDBG grant Metro Social Services has with MDHA. It allows for up to $1,000 for first months rent, security deposits, and/or utility deposits to secure hosuing for homless individuals.

Plan for continuation of service after expiration of grant/Budgetary Impact:

None

How is Match Determined?

Fixed Amount of $	$0.00	**or**	0.0%	**% of Grant**	**Other:** ☐

Explanation for "Other" means of determining match:

For this Metro FY, how much of the required local Metro cash match:

Is already in department budget?	N/A		**Fund**		**Business Unit**
Is not budgeted?			**Proposed Source of Match:**		
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)					

Other:

Number of FTEs the grant will fund:	0.00		**Actual number of positions added:**	0.00	
Departmental Indirect Cost Rate	30.64%		**Indirect Cost of Grant to Metro:**	$71,251.79	
***Indirect Costs allowed?** ◉ Yes ○ No	**% Allow.**	10.00%	**Ind. Cost Requested from Grantor:**	$23,254.50	**in budget**

***(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)**

Draw down allowable? ☐

Metro or Community-based Partners:

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY22			$40,000.00	$0.00		$0.00	$40,000.00	$12,256.00	$4,000.00
Yr 2	FY23			$192,545.00	$0.00		$0.00	$192,545.00	$58,995.79	$19,254.50
Yr 3										
Yr 4										
Yr 5										
Total		$0.00	$0.00	$232,545.00	$0.00		$0.00	$232,545.00	$71,251.79	$23,254.50

Date Awarded:	05/01/22	**Tot. Awarded:**	**$232,545.00**	**Contract#:**	N/A
(or) **Date Denied:**		**Reason:**			
(or) **Date Withdrawn:**		**Reason:**			

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

TW

Rev. 5/13/13

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GCP RECEIVED 5/12/22 GCP APPROVED 5/12/22

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SUBRECIPIENT AGREEMENT
BY AND BETWEEN
METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH
THE METROPOLITAN SOCIAL SERVICES COMMISSION

This Subrecipient Agreement (hereinafter "Agreement") was made and entered into this _____ day of _____ 2022, by and between the **Metropolitan Development and Housing Agency** (hereinafter "MDHA") and the **Metropolitan Government of Nashville and Davidson County acting by and through the Metropolitan Social Services' Homeless Impact Division (hereinafter "Grantee").**

WITNESSETH

WHEREAS, MDHA is responsible for administering the *2018 – 2023 Consolidated Plan for Housing and Urban Development* (hereinafter "Five-Year Plan") and its related programs, including the U.S. Department of Housing and Urban Development's (hereinafter "HUD") Community Development Block Grant (hereinafter "CDBG"); and

WHEREAS, one of the priorities of the current Five-Year Plan (June 1, 2018 - May 31, 2023) is to decrease homelessness, and the 2021 Annual Action Plan allocated CDBG funds to provide services for homelessness persons, including funding for emergency payments for persons housed through the Metropolitan Social Services' Homeless Impact Division; and

WHEREAS, in accordance with the current Five-Year Plan and 2021 Annual Action Plan, MDHA shall make up to two hundred and thirty-two thousand five hundred and forty-five dollars ($232,545) in CDBG funds available to the Grantee for one-time payments of first month's rent and security/utility deposits on behalf of homeless persons obtaining housing through various campaigns administered by the Grantee; and

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Agreement according to the provisions as set forth herein.

SECTION I - SCOPE OF SERVICES

A. Activities

1. Grantee shall identify and prioritize the most vulnerable clients for housing placement under the various campaigns administered by the Grantee for housing the homeless.

2. Grantee may make one-time payments on behalf of a client for the following activities:
   a. First month's rent;
   b. Security deposit required to enter into a lease agreement; and/or
   c. Utility deposit, limited to electricity, gas, and water, required to establish service.

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(collectively, "Payments")

3. Payments made on behalf of a client must be made directly to the service provider and shall not be made directly to the client.

4. The total amount of all payments allowed in item 2. of this scope of services made on behalf of a client shall not exceed one thousand dollars ($1,000).

5. Payment shall not be made:
   a. To establish telephone or cable service;
   b. For furniture or household items;
   c. To bring any account current;
   d. For transportation;
   e. For any activity, service or cost not listed in item 2 above.

B. Personnel

1. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the duties under the Agreement. Such personnel shall not be employees of or have any contractual relationship with MDHA.

2. All of the services and activities required hereunder will be performed by the Grantee under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Federal, state and local law to perform such services and activities.

C. Monitoring

MDHA will monitor the performance of Grantee with regard to Project activities to assure compliance with this Agreement and CDBG requirements.

SECTION II – TIME OF PERFORMANCE

Performance of the Project by Grantee shall begin on the 1st day of May 2022 and end on the 31st day of March 2023 or the expiration of grant funding, whichever is later, or unless terminated in accordance with Section V.F.

SECTION III – PAYMENT OF CDBG FUNDS TO GRANTEE.

A. The total amount of CDBG funds awarded under this Agreement shall not exceed two hundred and thirty-two thousand five hundred and forty-five dollars ($232, 545).

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B. Grantee shall submit invoices to MDHA no more frequently than monthly for reimbursement of Payments made by Grantee along with documentation required by MDHA.

C. MDHA shall make careful review of all requests for reimbursement. So long as each request conforms with the terms and intent of this Agreement, MDHA shall make payment to Grantee in a timely fashion.

D. If the amount of Payments described in Section I exceeds the CDBG grant amount or the per-client amount, Grantee agrees to use its own financial resources to assist clients to the extent authorized by Grantee's budget.

E. If Grantee does not perform as required in this Agreement, it shall not be entitled to reimbursement of funds. Grantee shall be required to reimburse MDHA for any funds it received for Payments not provided or not properly provided as defined in this Agreement MDHA shall notify Grantee of its intent not to reimburse Grantee for specific funds under this provision within 30 days of Grantee's invoice submission for such funds. MDHA shall state the specific reason why an invoice has been rejected and give the Grantee a reasonable period to correct the deficiency. After any correction, the Grantee shall be able to resubmit the invoice for reimbursement.

F. At Project conclusion, Grantee shall submit a detailed written final report including a program evaluation, an accounting of other financial and in-kind contributions, and other information requested by MDHA and required in Section VI (B). Said final report shall be submitted to MDHA no later than thirty (30) days of receipt of Close-Out Instructions or Notice of Termination from MDHA. MDHA shall not pay any outstanding grant amount to Grantee if the Grantee fails to submit the final report and invoice as required herein.

SECTION IV - NOTICES

All notices under this Agreement shall be in writing and sent by certified mail or hand delivered to the address listed below for each party:

Metropolitan Development and Housing Agency
Attention: Dr. Troy D. White, Executive Director
701 South Sixth Street
Nashville, Tennessee 37206

Metropolitan Social Services
Attention: Renee Pratt, Executive Director
P.O. Box 196300
Nashville, Tennessee 37219-6300

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Metropolitan Homeless Impact Division
Attention: Jay Servais
P.O. Box 196300
Nashville, Tennessee 37219-6300

SECTION V – GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Grantee does not assume MDHA's environmental responsibilities described in 24 CFR 570.604 and (2) the Grantee does not assume the MDHA's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. MDHA shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor.

C. Grantee Recognition

The Grantee shall ensure recognition of the role of MDHA in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

D. Amendments

The MDHA or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed

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by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release MDHA or Grantee from its obligations under this Agreement, except as amended.

MDHA may, in its discretion, request to amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both MDHA and Grantee.

E. Suspension or Termination

In accordance with 2 CFR 200, Subpart D, MDHA may suspend or terminate this Agreement if the Grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CPR 200, Subpart D, this Agreement may also be terminated for convenience by either MDHA or the Grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if MDHA or Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, MDHA or Grantee may terminate the Agreement in its entirety.

SECTION VI – ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 2 CFR 200, Subpart D, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

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2. Cost Principles

The Grantee shall administer its program in conformance with 2 CPR 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets the low-mod National Objective of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 2 CFR 200, Subpart D and
. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of MDHA's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

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Such information shall be made available to MDHA or HUD monitors or their designees for review upon request.

4. Disclosure

The Grantee understands that client information collected under this contract may be private and the use or disclosure of such information, when not directly connected with the administration of MDHA's or Grantee's responsibilities with respect to services provided under this contract, may be prohibited by Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-out

The Grantee's obligation to MDHA shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: final reporting, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to MDHA), if applicable, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over CDBG funds, including program income.

6. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to MDHA, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

The Grantee hereby agrees to have an annual agency audit conducted in accordance with the single audit requirement of 2 CFR 200, Subpart F, including the timeliness threshold, if applicable. This Subpart requires Grantees that receive more than $750,000 in federal grants to submit a single audit of their agency to MDHA within 30 days of receipt from the auditor. The audit must be completed within 9 months of the end of the Grantee's most recently-completed fiscal year.

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C. Reporting and Payment Procedures

1. Program Income

The Grantee shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement, if applicable. Program income received by Grantee through activities undertaken with CDBG funds pursuant to this Agreement shall be returned to MDHA. Program income on hand when the Agreement expires or after the Agreement's expiration shall be paid to MDHA as required by 24 CFR 570.503(b)(8).

2. Indirect Costs

Up to 10% of grant funds can be used to cover indirect costs including but not limited to administrative staff not directly involved in the activities described in this Agreement, office space used by administrative staff, grant management, audit expenses, and liability insurance specifically for these activities. Indirect costs in excess of 10% will not be allowed unless the Grantee provides an approved cost allocation plan.

3. Progress Reports

The Grantee shall submit progress reports to MDHA with each invoice. Reports shall provide details of Project activities, accomplishments, and outcomes during the month and to date.

D. Procurement

1. Compliance

The Grantee shall comply with current MDHA policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. OMB Standards

Unless specified otherwise within this Agreement, the Grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200, Subpart D.

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3. Travel

The Grantee shall not utilize funds provided under this Agreement for travel expenses.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

SECTION VII – PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Grantee agrees to comply with local and state civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

C. Employment Restrictions

1. Prohibited Activity

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

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a. Provisions of the Davis-Bacon Act do not apply to this Agreement.

b. Gratuities and Kickbacks

1) **Gratuities.** It shall be a breach of ethical standards for any person to contract, 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 a contract of employment in connection with any decision, approval, disapproval, recommendation, preparation 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 or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

2) **Kickback.** It shall be a breach of ethical standards for any payment gratuity or contract of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor of higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

D. Conduct

1. Assignment

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of the Grantee hereunder shall be assigned, subcontracted or transferred in whole or in part without the prior written consent of MDHA. Any such assignment transfer or subcontract shall not release the Grantee from its obligation hereunder. Any approved assignee shall assume each and every obligation of the Grantee hereunder and MDHA may contract with or reimburse any such assignee without waiving any of its rights against the Grantee.

2. Subcontracts

a. Approvals

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

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b. Monitoring

The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Grantee shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Grantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Grantee agrees to abide by the provisions of 2 CFR 200 Subpart B and 24 CFR 570.611, which include (but are not limited to) the following:

a. The Grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position

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to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Metropolitan Government of Nashville-Davidson County, MDHA, the Grantee, or any other designated public agency.

5. Lobbying

The Grantee hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Grantees shall certify and disclose accordingly:
d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

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If this contract results in any copyrightable material or inventions, MDHA and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION VIII - SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION IX - SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION X - WAIVER

MDHA or Grantee's failure to act with respect to a breach by the other Party does not waive its right to act with respect to subsequent or similar breaches. The failure of MDHA or Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION XI - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between MDHA and the Grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between MDHA and the Grantee with respect to this Agreement.

SECTION XII – FORCE MAJEURE

No party to this Agreement shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy or other cause of similar nature beyond its control.

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SECTION XIII- CERTIFICATIONS

The person executing this Agreement on behalf of the Grantee hereby personally certifies that the representations and warranties made herein are true and correct as of the date hereof and that such person is a duly appointed officer of the Grantee as indicated below, and that the Grantee shall be lawfully bound hereby.

[Signature page follows]

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IN WITNESS WHEREOF, the said parties have hereunto set their signatures, on this day and date first above written.

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

Troy D. White

Dr. Troy D. White, Executive Director — 5/11/2022 — Date

APPROVED AS TO FORM AND LEGALITY:

Will Choppin — 5/9/2022 | 4:04:33 PM CDT

Will Choppin, MDHA General Counsel — Date

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Renée Pratt — 5/12/22

Renee Pratt, Executive Director — Date

APPROVED AS TO AVAILABILITY OF FUNDS:

PLEASE SEE BELOW

Kelly Flannery
Director of Finance — Date

APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney — Date

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SIGNATURE PAGE
FOR
GRANT NO._____

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Renee Pratt
Renee Pratt, Executive Director
Metro Social Services

10/27/2021
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kelly Flannery
CF513741D095F4EB...
Kelly Flannery, Director
Department of Finance

5/23/2022
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
68804BE12FD741C...
Director of Insurance

5/25/2022
Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Nicki Eke
305EE061CB15400...
Metropolitan Attorney

5/25/2022
Date

_____
John Cooper
Metropolitan Mayor

_____
Date

ATTEST:

_____
Metropolitan Clerk

_____
Date

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