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GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
The Salvation Army, A Georgia Corporation for The Salvation Army NAC

This Grant Contract issued and entered into pursuant to RS2024-_____, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and The Salvation Army, A Georgia Corporation for The Salvation Army NAC ("Recipient"), is to increase the capacity of TSA's LIFNAV Team by providing housing services to those experiencing homelessness in Nashville who are referred by the CE process, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. **SCOPE OF PROGRAM:**

A.1. The Recipient will use the funds to:

Increase the capacity of TSA's LIFNAV Team by providing housing services to those experiencing homelessness in Nashville who are referred by the CE process. Participants will be chronic or Dedicated Plus individuals with long lengths of street-level homelessness. TSA's strategy is focused on the sentiment that transformational relationships reduce basic human needs, strengthen life navigation, and increase social mobility opportunities to improve quality of life over time. Every TSA program is designed to help clients improve their quality of life. It is imperative to point out that TSA's Capacity Building Team will serve **single individuals** experiencing homelessness outdoors, connect clients with jobs, and/or increase their incomes via other means, such as benefits. Furthermore, TSA's strategy prioritizes rapid placement and stabilization. Eviction prevention includes follow-up care for the term of any lease. We focus on maximizing available subsidies, improving income before and during tenancies, participating in the Low Barrier Housing Collective, which provides access to a property mitigation fund, funding renters insurance, and establishing good relationships with property managers to resolve conflicts.

TSA Nashville Strategy to INCREASE CAPACITY by 120%:

- **Individuals to be served via the Capacity Building Grant- TSA is prepared to increase capacity by annually serving at least 120 individuals who are experiencing homelessness. All TSA Nashville clients will come from the CE referral process.**
- **ENGAGING people with the provisions of Basic Human Needs.**
- **EMPOWERING paths that allow people to rewrite their stories and improve their quality-of-life goals.**
- **EQUIPPING through people's Specific, Measurable, Attainable, Realistic, and Timely goals**
- **TSA's goal for clients to obtain documents (ID, birth certificate, and social security card) is 30 days and 90 days after documents are received to achieve permanent housing. The goal for the entire program is 120 days.**

TSA Nashville Social Services Department is headed by a staff with a master's degree in Clinical Mental Health Counseling that includes a certification as a trauma professional. Furthermore, a staff member with a Juris Doctorate leads the TSA LIFNAV program. The Salvation Army also has a licensed attorney as a board member who provides free, weekly legal clinics to participants not limited to but including mainstream benefits. Skilled and experienced workers regularly train TSA staff. All TSA staff are trained in the following topics: Privacy that includes HIPAA, TSA-Quality of Life, Journaling, Motivational Interviewing, Crisis Intervention, De-Escalation Techniques, TSA and the city of Nashville Social Services Best Practices, Harm Reduction, Housing 101 AND 102, Benefits Enrollment, Section 8, Landlord Incentive Program, Coordinated Entry, HMIS, CPR/First Aid/AED Certified, NARCAN, Food Handling, and Equity and Diversity Anti-Racism. **Furthermore, all staff will be trained and certified via the Recovery**

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Peer Specialist training. TSA staff will work 8-hour shifts with a ratio of 18 clients per case management specialist and 10 clients per team lead. Therefore, **5 case management specialists, 3 team leaders, and 1 Licensed MSW or Licensed Counselor** will be assigned to the TSA Capacity Building project.

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

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

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

B. **GRANT CONTRACT TERM:**

B.1. **Grant Contract Term.** The term of this Grant will begin on the effective date and will end on December 31, 2025, or when funds are depleted, whichever occurs first. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed four-hundred and sixty-four dollars ($464,000.00). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

Upon progress toward the completion of the services as described in section A, the Agency shall submit invoices monthly and any supporting documentation as requested by OHS to demonstrate that the funds are used as required by this Contract, prior to any payment for allowable costs.

Recipient must send all invoices to:
Joseph Marsh
Assistant Director of Admin. & Finance
Office of Homeless Services
joseph.marsh@nashville.gov
615-880-2867

Final invoices for the contract period should be received by Metro Payment Services by January 15, 2026. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

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C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by February 15th, 2026, within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.

C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.

C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.

C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.

C.8. **Electronic Payment**. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. **STANDARD TERMS AND CONDITIONS**:

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

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

D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

D.4. **Termination –Funding.** This 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 this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease

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all work associated with this 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.5. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

D.6. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

D.7. **Media Interaction.** Any media events or news releases connected to any work contemplated or performed relative to this grant contract must be approved and coordinated through the Office of Homeless Services/ Metro Nashville Government Communication Representative prior to engagement, airing or distribution.

D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

D.10 **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours. Recipient also agrees to Monthly Check-Ins, Quarterly Reviews and Semi-Annual Monitoring by OHS staff.

D.11. **Reporting.** The Recipient must submit an Interim Program Report, to be received by no later than 180 days from effective date, and a Final Program Report, to be received by February 15, 2026, within 45 forty-five days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.

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D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.

D.13. **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.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.16. **Indemnification and Hold Harmless.**

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

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

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

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

D.17 **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.

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D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

D.20. **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.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds $5,000.00.

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

D. 23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

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D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Bill ClenDening
Grants Coordinator
bill.clendening@nashville.gov
615-880-2349

For inquiries regarding invoices:
Joseph Marsh
Asst. Director of Admin & Finance
joseph.marsh@nashville.gov
615-880-2867

Recipient

Captain Philip Canning
Area Commander
The Salvation Army NAC
631 Dickerson Pike
Nashville, TN 37207
Phone- 615-242-0411
Email : philip.canning@uss.salvationarmy.org

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.25. **Certification Regarding Debarment and Convictions.**

a. Recipient certifies that Recipient, and its current and future principals:

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i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;

ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;

iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.

b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

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

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Grant contract between the Metropolitan Government of Nashville and Davidson County and The Salvation Army, A Georgia Corporation for The Salvation Army NAC Contract #_____ May 2, 2024

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
April Calvin
1DFEF45945504FF...

April Calvin, Director of the Office of Homeless Services

APPROVED AS TO AVAILABILITY OF FUNDS:

A P

Director of Finance

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb

Director of Risk Management Services

APPROVED AS TO FORM AND LEGALITY

Matthew Garth

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: The Salvation Army, A Georgia Corporation for The Salvation Army NAC

By: X

JAMES K. SEILER Treasurer

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Grant contract between the Metropolitan Government of Nashville and Davidson County and The Salvation Army, A Georgia Corporation for The Salvation Army NAC Contract #_____ May 2, 2024

GRANT BUDGET SUMMARY				
Agency Name: The Salvation Army, A Georgia Corporation for The Salvation Army NAC				
Program Code Name: Metro Capacity Building OHS Care of Persons Funds Budget				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: **BEGIN: 5/1/2024** **END: 12/31/2025**				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries and Wages	$0.00	$0.00	$0.00
	Benefits and Taxes	$0.00	$0.00	$0.00
	Professional Fees	$0.00	$0.00	$0.00
	Supplies	$0.00	$0.00	$0.00
	Communications	$0.00	$0.00	$0.00
	Postage and Shipping	$0.00	$0.00	$0.00
	Occupancy/ Interim Gap Housing Rent	$464,000	$0.00	$464,000
	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
	Printing and Publications	$0.00	$0.00	$0.00
	Travel, Conferences & Meetings	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals	$0.00	$0.00	$0.00
	Other Non-Personnel	$0.00	$0.00	$0.00
	GRAND TOTAL	**$464,000**	**$0.00**	**$464,000**