

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 11/17/20

☒ Resolution ☐ Ordinance

Contact/Prepared By: Loan Huynh

Date Prepared: 10/30/20

Title (Caption): HUD HMIS Technical Assistance (Development) 20 Amendment 1 extends the end date to 10/31/20.

Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: Social Services Requested By: Loan Huynh

Affected Department(s): Social Services Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ \$ 0.00

Funding Source: Capital Improvement Budget
Capital Outlay Notes
Departmental/Agency Budget
Funds to Metro
General Obligation Bonds
Grant
Increased Revenue Sources

Match: \$ \$ 0.00

Judgments and Losses
Local Government Investment Project
Revenue Bonds
Self-Insured Liability
Solid Waste Reserve
Unappropriated Fund Balance
4% Fund
Other: _____

Approved by OMB: _____

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: VAUGHN WALSON

Date to Finance Director's Office: _____

APPROVED BY

FINANCE DIRECTOR'S OFFICE: _____

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

GRANT SUMMARY SHEET

Grant	HUD HMIS Technical Assistance (Development) 20 Amend. 1
Department:	SOCIAL SERVICES
Grantor:	U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
Pass-Through Grantor	
Total Award this	\$0.00
Cash Match	\$0.00
Department	Judy Tackett 880-2360
Status	AMENDMENT

Program Description:

Transmittal of Assignment and Assumption Grant Agreement Amendment Amended from U.S. Department of Housing and Urban Development (HUD) for the Homeless Management Information Systems (HMIS). Amendment 1 extends the end date from 6/30/20 to 10/31/20.

Plan for continuation of services upon

We plan to apply for continued funding in future periods; in addition private donations will be generated to continue efforts.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input checked="" type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
SOCIAL SERVICES	037	Judy Tackett				880-2360	862-6404
Grant Name:		HUD HMIS Technical Assistance (Development) 20 Amend. 1					
Grantor:		U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT				Other:	
Grant Period From:		07/01/19		(applications only) Anticipated Application Date:			
Grant Period To:		10/31/20		(applications only) Application Deadline:			
Funding Type:		FED DIRECT		Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:				Outside Consultant Project:		<input type="checkbox"/>	
Award Type:		FORMULA		Total Award:		\$0.00	
Status:		AMENDMENT		Metro Cash Match:		\$0.00	
Metro Category:		Est. Prior.		Metro In-Kind Match:		\$0.00	
CFDA #		14.267		Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
Transmittal of Assignment and Assumption Grant Agreement Amendment Amended from U.S. Department of Housing and Urban Development (HUD) for the Homeless Management Information Systems (HMIS). Amendment 1 extends the end date from 6/30/20 to 10/31/20.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
We plan to apply for continued funding in future periods; in addition private donations will be generated to continue efforts.							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
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?		No		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:		1.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		26.61%		Indirect Cost of Grant to Metro:		\$37,665.28	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:		\$14,150.28	
in budget							
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
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 Metro	to Ind. Cost Neg. from Grantor
Yr 1	FY20	\$79,100.00			\$0.00		\$18,500.00	\$97,600.00	\$18,832.64	\$7,075.14
Yr 2	FY21	\$62,408.00			\$0.00		\$18,500.00	\$74,200.33	\$18,832.64	\$7,075.14
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$141,508.00	\$0.00	\$0.00	\$0.00		\$37,000.00	\$171,800.33	\$37,665.28	\$14,150.28
	Date Awarded:			09/28/20	Tot. Awarded:	\$0.00	Contract#:	TN00060L4J040801 & TN00060L4J041811		
	(or) Date Denied:				Reason:					
	(or) Date Withdrawn:				Reason:					

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

GCP Rec'd
10/30/21

GCP Approved
10/30/21

VW

Grant Number: TN0060L4J041811

Tax ID Number: 620694743

DUNS Number: 078217668

SPECIAL COVID-19 AMENDMENT TO THE
CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Amendment to Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Metropolitan Government of Nashville & Davidson County, (the Recipient).

RECITALS

1. HUD and the Recipient entered into a Grant Agreement dated 07/01/2019, having Grant No. TN0060L4J041811 (the Grant Agreement).
2. The parties are desirous of amending the Grant Agreement to add eligible activities and to shift funds between eligible activities in response to the COVID-19 pandemic.
3. HUD has determined that the change is necessary to better serve eligible persons within the geographic area and to ensure that the priorities established under the Notice of Funding Availability in which the grant was originally awarded, or the most recent NOFA, are met.
4. The parties are desirous of amending the Grant Agreement to allow Recipients to extend the term of the Grant Agreement ending 06/30/2020 and permit Recipient to use funds that would have been unspent at the end of the original term for eligible costs that respond to unique program participant needs arising from the COVID-19 pandemic.
5. The need for the assistance provided by the project continues to exist within the jurisdiction where the project is located.
6. HUD has reviewed the performance of the Recipient and has determined that the grant funds remaining at the end of term should not be deobligated.

AGREEMENTS

The Grant Agreement is hereby amended as follows:

1. The term of the Grant Agreement is extended through October 31, 2020.

This Amendment to Grant Agreement constitutes the entire agreement of the parties as to amendment of the Grant Agreement and will become effective only upon the execution hereof by all parties. The remaining terms of the Grant Agreement remain in full force and effect. The parties, on the dates set forth below their respective signatures, hereby execute this Amendment to Grant Agreement, as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: Erik Hoglund
(Signature)

Erik Hoglund, Director, Office of Community Planning & Development
(Typed Name and Title)

September 1, 2020
(Date)

**RECIPIENT
Metropolitan Government of Nashville & Davidson County**

BY: Beneé Pratt
(Signature of Authorized Official)

Beneé Pratt 9-9-2020 Exec. Director
(Typed Name and Title of Authorized Official)

(Date)

SIGNATURE PAGE FOR
HUD HMIS Technical Assistance (Development) 20
GRANT NO. Amend. 1

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Renee Pratt
Department Name

9/29/2020
Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kevin Crumbo, Director
Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Insurance

Date

APPROVED AS TO FORM AND
LEGALITY:

Metropolitan Attorney

Date

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

LATE-FILED RESOLUTION NO. RS2019- 1791

A resolution approving an assignment and assumption grant agreement amendment of the Homeless Management Information System (HMIS) grant between the U.S. Department of Housing and Urban Development (HUD) and the Metropolitan Development and Housing Agency (MDHA) to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Department/Homelessness Commission, to contribute to the national effort to end homelessness.

WHEREAS, it is to the mutual benefit of MDHA and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, to receive a grant from HUD not to exceed \$141,508.00 to support HMIS; and,

WHEREAS, MDHA and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, have entered into an Assignment and Assumption Grant Agreement Amendment, attached hereto and incorporated herein, to transfer the grant to the Metropolitan Social Services Commission's Homeless Impact Division; and,

WHEREAS, proceeds from the requested grant funding would provide two (2) HMIS positions, including one (1) renewal position. Previous grant funding for these purposes expires June 30, 2019, after which the Metropolitan Social Services Commission will lack requisite funds to continue existing HMIS administrator positions; and

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that this grant transfer be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

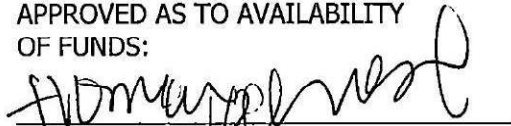
Section 1. That the grant transfer between MDHA and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, to receive a grant in an amount not to exceed \$141,508.00, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Social Services Commission, based upon revenues estimated to be received and any match to be applied.

Section 3. That the Assignment and Assumption Grant Agreement Amendment between MDHA and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, attached hereto, is hereby approved and accepted.

Section 4. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

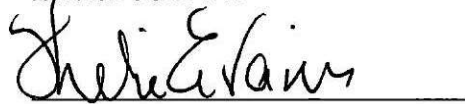
APPROVED AS TO AVAILABILITY
OF FUNDS:


Talia Lomax-O'dheal
Director of Finance

APPROVED AS TO FORM
AND LEGALITY:


Assistant Metropolitan Attorney

INTRODUCED BY:



Member(s) of Council

**Assignment and Assumption
Grant Agreement Amendment**

This agreement is made by and between the United States Department of Housing and Urban Development (HUD), Metropolitan Development and Housing Agency (MDHA) and Metropolitan Government of Nashville and Davidson County.

RECITALS

WHEREAS HUD and MDHA entered into the initial Grant Agreement for project number TN0060L4J040801 in 2009, located in Nashville, Tennessee; and most recently, the renewal Grant Agreement approved in 2019 under project number TN0060L4J041811; and

WHEREAS under the terms of the renewal Grant Agreement, MDHA received a grant from HUD, in the amount of, \$141,508 to be used to carry out the project described in the original grant application over a one-year period. The term of the grant is July 1, 2019 to June 30, 2020.

WHEREAS MDHA wishes to be released from Grant Number TN0060L4J041811; and

WHEREAS Metropolitan Government of Nashville and Davidson County, desires to assume the obligations of MDHA under the Agreement, attached; and

WHEREAS HUD has reviewed the request and approves the grant to be transferred to Metropolitan Government of Nashville and Davidson County; and

NOW, THEREFORE, in consideration of the premises the parties agree as follows:

1. MDHA hereby assigns all of its rights and interest in the Grant Agreement for grant number TN0060L4J041811 to Metropolitan Government of Nashville and Davidson County who hereunder accepts assignment and assumes all the duties and obligations of the grantee under the Grant Agreement effective July 1, 2019.
2. This Agreement shall be effective as of July 1, 2019. Notwithstanding the transfer of the rights and obligations under the Grant Agreement to the Assignee, the Assignor shall remain responsible for any noncompliance issues that occurred prior to the assignment of this grant, if any;

This Assignment and Assumption Agreement constitutes the entire agreement of the parties, witnessed by the signatures of both parties where indicated below. The terms of the Grant Agreement (attached) except as herein modified are unamended and remain in force and effect.

Based on the above:

1. The Grant Agreement is hereby changed by appointing the Metropolitan Government of Nashville and Davidson County, as the Grantee for the remainder of the term of project number TN0060L4J041811.
2. The effective date of this change is July 1, 2019.
3. All other provisions of the original grant remain unamended.

This Agreement is hereby executed on behalf of the parties as follows:

THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF THE
UNITED STATES OF AMERICA,

By the Secretary of Housing and Urban Development

BY: Erik O. Hoglund

Erik Hoglund, Acting Director

Office of Community Planning and Development

DATE: 6/4/2019

ASSIGNOR

BY: James C. Harbison 6-5-2019

Authorized Signature and Date

James Harbison

Typed name of signatory

Executive Director, Metropolitan Development and Housing Agency

Title

ASSIGNEE

BY: David Briley

Authorized Signature and Date

David Briley

Typed name of signatory

Mayor, Metropolitan Government of Nashville and Davidson County

Title

SIGNATURE PAGE
FOR
GRANT NO. _____ : HMIS Grant TN0060L4J041811
FY 2020

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Executive Director
Social Services Department

6/6/19

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:



Talia Lomax-O'dneal, Director
Department of Finance /c

6-12-19

Date

APPROVED AS TO RISK AND INSURANCE:




Director of Insurance

6/13/19

Date

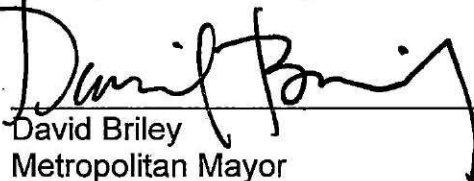
APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

6/13/19

Date



David Briley
Metropolitan Mayor

6.20.19

Date

ATTEST:



Metropolitan Clerk 252019-1791

6/20/19

Date



U. S. Department of Housing and Urban Development

Knoxville Field Office, Region IV
John J. Duncan Federal Building
710 Locust Street, Suite 300
Knoxville, Tennessee 37902 - 2526

May 21, 2019

James Harbison, Executive Director
Metropolitan Development and Housing Agency
701 South Sixth Street
Nashville, TN 37206

Dear Mr. Harbison:

SUBJECT: Transmittal of Assignment and Assumption Grant Agreement Amendment
Project Number: TN0060L4J041811

This Office received the request to transfer the subject Homeless Management Information System (HMIS) grant from Metropolitan Development and Housing Agency (MDHA) to the Metropolitan Government of Nashville – Davidson County (Metro Government). Additionally, the Metro Government's Metropolitan Social Services has agreed to administer the subject grant. After reviewing the submitted documentation from both entities, this Office has approved the requests. The effective date of the Assignment and Assumption grant amendment is July 1, 2019.

You are reminded that, MDHA shall remain responsible for any noncompliance issues that occurred prior to the reassignment of this grant to the Metro Government, if any. I have signed and dated each Assignment and Assumption Grant Agreement Amendment. Please, also sign and date each one and obtain the signatures/dates from the Metro Government, as required, on each one. Once all signatures/dates have been obtained, please mail two agreements back to this Office, keeping one each for MDHA and the Metro Government. In addition, the enclosed audit survey is to be completed and returned by the Metro Government as the new grantee for the subject grant. If you have any questions regarding the amendment, please contact Apryl LaMaster, Community Planning and Development Representative at (865) 484-8224.

Very sincerely yours,

Eulo. Hill
for Mary C. Wilson, Director
Office of Community Planning
and Development

Enclosures

cc

Honorable David Briley

Mayor, Metropolitan Government of Nashville and Davidson County
Renee Pratt, Executive Director, Metropolitan Social Services



U. S. Department of Housing and Urban Development

Knoxville Field Office, Region IV
John J. Duncan Federal Building
710 Locust Street, Suite 300
Knoxville, Tennessee 37902-2526

May 21, 2019



James E. Harbison, Executive Director
Metropolitan Development and Housing Agency
701 South Sixth Street
Nashville, TN 37206

Dear Mr. Harbison,

SUBJECT: Transmittal of Scope of Work Exhibit for FY2018 Competition
Continuum of Care Program
Project Number: TN0060L4J041811

Congratulations on your selection of **Metropolitan Development and Housing Agency** for renewal funding under the Continuum of Care (CoC). All conditions attached to your reward for this project have been met. This one-year award will continue to support your program previously funded by the U.S. Department of Housing and Urban Development (HUD), further contributing to our national effort to end homelessness.

Upon execution of the 2018 Scope of Work Exhibit by you and HUD, the Department will obligate the total funds for this project in the amount of **\$141,508**, to be allocated as follows:

1. Grant for HMIS Costs: \$138,961
2. Grant for Administrative Costs: \$ 2,547

To help us expedite the grant agreement execution process, please closely follow the instructions provided below:

1. Have an authorized official sign three grant agreements;
2. Keep one executed grant agreement for your records;
3. Make sure that your DUNS number is active in the System for Award Management (SAM). You can check your SAM status at this link: <https://www.sam.gov/SAM>

4. Scan one grant agreement and if needed a scanned copy of completed SF-1199 and a voided check, if there are changes in your banking information to the following email address:

KnoxvilleFiscalYear2018CoCGrants@hud.gov

5. Mail two original grant agreements to:
Mary C. Wilson, CPD Director
U.S Department of Housing and Urban Development, Knoxville Field Office
710 Locust Street, SW, Suite 300
Knoxville, TN 37902

No funds can be disbursed to you until the 2018 Scope of Work Exhibit is fully executed. In addition, enclosed you will find an Audit Survey form to be completed and returned to this Office. The completion of the audit survey is needed to ensure that your organization remains in compliance to the Office of Management and Budget's requirements regarding the submission of audits.

Upon receipt of the required documents, we will undertake the final phase of the grant execution process; thereby, making the funds available as quickly as possible to serve the critical needs of your homeless clients. If you have any questions regarding the renewal grant, please contact Apryl LaMaster, Community Planning and Development Representative at (864) 474-8224. We look forward to working with you toward the successful continuation of your grant to assist us in eliminating homelessness.

Very sincerely yours,

/s/

Mary C. Wilson, Director
Office of Community Planning
and Development

Enclosures

KNOXVILLE OFFICE OF COMMUNITY PLANNING DEVELOPMENT
FEDERAL AUDIT SURVEY

DATE: 10/3/18 NAME OF GRANTEE: Metropolitan Nashville & Davidson County - Tennessee

GRANT NUMBERS (Note please list all active Continuum of Care and HOPWA grants):

NAME & TITLE PERSON COMPLETING THIS FORM: David Lannon, finance officer - Finance Dept. - Central Accounting

ORGANIZATION'S FISCAL YEAR: July 1 - June 30
Example: July 1-July 30, January 1-December 31

Note: Fiscal year may be different from grant's program year/operating year.

PLEASE INDICATE THE TOTAL AMOUNT OF FEDERAL FUNDS
EXPENDED BY YOUR ORGANIZATION LAST FISCAL YEAR?

\$ 175,171,265 (FY ended 06/30/17)

PLEASE ESTIMATE THE TOTAL AMOUNT OF FEDERAL FUNDS -
EXPECTED TO BE EXPENDED BY YOUR ORGANIZATION IN THIS
FISCAL YEAR: *general government (all depart-ments) plus public schools

\$ 174,548,307 (FY ended 06/30/18) currently auditing

IS AN ANNUAL AUDIT COMPLETED FOR EACH FISCAL YEAR?

✓ YES NO

IN WHAT MONTH DOES YOUR ORGANIZATION NORMALLY REQUEST
AN INDEPENDENT AUDIT OF ITS OPERATIONS?

June 30 year end

IN WHAT MONTH IS THE INDEPENDENT AUDIT OF YOUR
ORGANIZATION'S OPERATIONS NORMALLY COMPLETED?

December

(If an audit is required, the audits shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant/oversight agency for audit.)

IF YOUR ORGANIZATION EXPENDS \$750,000 OR MORE IN FEDERAL FUNDS IN ANY FISCAL OR PROGRAM YEAR, PLEASE
INDICATE WHICH FEDERAL AGENCY IS YOUR COGNIZANT/OVERSIGHT AGENCY:

Health & Human Services

(Grant recipients expending more than \$25 million a year in Federal awards shall have a cognizant agency for audit. The cognizant agency shall be the Federal awarding agency that provides the predominant amount of direct funding to a recipient unless the Office of Management and Budget (OMB) makes a specific cognizant agency for audit assignment. An Oversight agency means the Federal awarding agency that provides the predominant amount of direct funding to a recipient NOT assigned a cognizant agency for audit. Example of some cognizant/oversight agencies are: Department of Labor, Department of Housing and Urban Development, Department of Health and Human Services, etc.). Please provide the requested information via fax, mail or email to Deana Doyle, Financial Analyst, of the Knoxville HUD Office. Ms. Doyle's contact information listed below:

FAX: (865) 545-4575

EMAIL: deana.l.doyle@hud.gov

MAIL TO: Deana Doyle, Financial Analyst
U.S. Department of Housing and Urban Development
John J. Duncan Federal Building
710 Locust Street, S.W., Suite 300
Knoxville, TN 37902-2526



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
710 Locust Street, SW
Suite 300
Knoxville, TN 37902

Recipient Name: Metropolitan Development & Housing Agency
Grant Number: TN0060L4J041811
Tax ID Number: 62-6001585
DUNS Number: 072086507

CONTINUUM OF CARE PROGRAM (CDFS# 14.267) GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Metropolitan Development & Housing Agency (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed, and only in the amounts listed on a Scope of Work, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

The Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project or one or more of the projects listed on the Scope of Work for renewal or for new projects for funding, then additional Scopes of Work may be attached to this Agreement. Those additional Scopes of Work, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope(s) of Work to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the Scope of Work without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;

9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Recipient Name: Metropolitan Development & Housing Agency
Grant Number: TN0060L4J041811
Tax ID Number: 62-6001585
DUNS Number: 072086507

SCOPE OF WORK for
FY2018 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 141508 for project number TN0060L4J041811. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 0
g. Supportive services	\$ 0
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 138961
j. Administrative costs	\$ 2547
k. Relocation Costs	\$ 0

I. HPC homelessness prevention activities:

Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 07-01-2019 and ends 06-30-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By: Mary C. Wilson

(Signature)

Mary C. Wilson, Director

(Typed Name and Title)

May 22, 2019

(Date)

RECIPIENT

Metropolitan Development & Housing Agency

(Name of Organization)

By:

James L. Shiltgen

(Signature of Authorized Official)

JAMES L. SHILTGEN, DEP EX DIRECTOR

(Typed Name and Title of Authorized Official)

6-5-2019

(Date)

Tax ID No.: 62-6001585
CoC Program Grant Number: TN0060L4J041811
Effective Date: 5/22/2019
DUNS No.: 072086507

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
TN0060L4J041811	Metropolitan Social Services (New Grantee, anticipated November 2018)	10%	\$ 14,150

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2019-1791

A resolution approving an assignment and assumption grant agreement amendment of the Homeless Management Information System (HMIS) grant between the U.S. Department of Housing and Urban Development (HUD) and the Metropolitan Development and Housing Agency (MDHA) to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Department/Homelessness Commission, to contribute to the national effort to end homelessness.

Introduced JUN 18 2019

Amended _____

Adopted JUN 18 2019

Approved JUN 19 2019

By 
Metropolitan Mayor

Metro Council Office

JUN 13 2019
Time: 4:15 By: AK