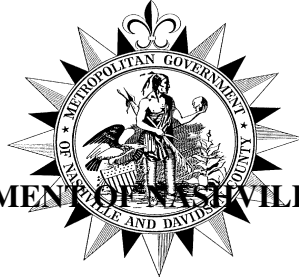


KARL DEAN,
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**FISCAL YEAR 2010
METROPOLITAN NASHVILLE
COMMUNITY ENHANCEMENT FUND
HANDBOOK**

APPLICATION DEADLINE: MAY 8, 2009

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

KARL F. DEAN
MAYOR

OFFICE OF THE MAYOR
METROPOLITAN COURTHOUSE
NASHVILLE, TENNESSEE 37201
(615) 862-6000
(615) 862-6040 FAX

To our Non-profit Leaders:

This year marks an extraordinary and challenging period across the nation. The economic crisis facing the country is inevitably affecting the State of Tennessee and the Metropolitan Government, along with the non-profit community on which so many of our citizens depend.

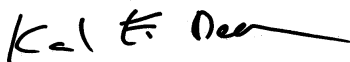
Even in the challenging fiscal year that faces us in Fiscal 2010, we believe it is important to continue our support of the non-profit community with the Community Enhancement Fund (CEF) grant program. However during this uncertain economic climate, it is more important than ever to ensure that our limited financial resources will have the most impact. Therefore, this year's CEF grants will be more specifically targeted toward areas of greatest need within the broader priorities of Domestic Violence, Afterschool Programs, and Community Service.

While some non-profits may feel excluded by the narrowing of focus, we trust that all understand the need for this approach.

Enclosed is this year's Grant Announcement, which we invite you to use to apply for these grants. We continue to seek to support the non-profit community through a program that is completely transparent, fair to all non-profits, and understandable to the public.

Please review the guidelines of the program, come to one of our grants training sessions on either April 20 or 21, and then submit your application for funding by May 8. Together, we can keep Nashville strong even in difficult times.

Sincerely,



Karl Dean
Mayor



**WHAT'S NEW FOR THIS YEAR
COMMUNITY ENHANCEMENT FUND FY10**

- **Service Definitions:** On Pages 5-6, you'll find that definitions of the 3 service categories (Domestic Violence, Afterschool Programs, and Community Service) have been refined and narrowed in an effort to target current areas of greatest need.
- **Funding Allocations:** The amounts allocated in the Mayor's Budget for each service category will not be known until May 1, when the Mayor sends the FY10 Budget to Council. An amendment to the Handbook will be issued at that time and the information will be posted on the CEF website at: http://www.nashville.gov/finance/grants_coordination/cef/
- **Grant Amount Limits:** Applicants this year may not apply for more than 20% of agency total revenues.
- **Applicant Orientation:** It will not be necessary to pre-register for the mandatory applicant orientation on April 20 or April 21.
- **Fewer Documents to Submit:** Certificates of Assurance and Annual Reports will not have to be submitted at time of application. Proof of non-profit status will not have to be submitted at all (non-profit status will be verified on Givingmatters).
- **Required Applicant Audit Submission:** Audits this year must be emailed in electronic form, rather than included in paper form in the application packet.
- **Application Packet:** No examples of the forms in the Application Packet are included in this year's Handbook. The forms, including a template on which the Program Narrative must be typed, are available at http://www.nashville.gov/finance/grants_coordination/CEF/recipient_toolbox.asp

COMMUNITY ENHANCEMENT FUND GRANT ANNOUNCEMENT

THE PURPOSE AND DEFINITIONS OF THE COMMUNITY ENHANCEMENT FUND

The Community Enhancement Fund (CEF) has been designed to meet community needs by funding programs:

- Services not currently provided by Metro Nashville Government.
- Services which enhance those already provided by Metro Nashville Government.

The CEF is particularly focused on helping to fill significant gaps in community services. Because FY09 was the first year of the CEF program, definitions for each of the service categories were intentionally broad and general. Building on the experience of FY09 and on a strategic assessment of current needs and gaps in the Nashville community, this year's grants are intended to focus more specifically on what citizens need the most today. When such priorities are set, valuable services and high-quality programs that don't fall within those priorities are of necessity left off the list. Needs and priorities will be reassessed in future years, and agencies whose programs fall outside the priorities this year could well become eligible in the future.

CEF Service Category definitions:

Domestic Violence:

Domestic violence, defined as violence against women and children in the home by a spouse or partner, is the number one cause of homelessness for women. Nashville's domestic violence shelters saw a 20 percent increase in requested bed nights in 2008 over the previous year. One domestic violence center was full to capacity 311 nights last year, another 161 nights.

Domestic violence is the single largest cause of injury to women between the ages of 15 – 44, more than muggings, car accidents and rapes combined. In 2008, the Nashville Police Department reported 16,468 cases of domestic violence and 10 domestic violence related homicides (86 total homicides). In the first four months of this year, 48 percent of women entering a shelter in Nashville reported their abuser used a weapon, firearm or knife, to threaten or assault them.

The priority for CEF Domestic Violence funding from the FY2010 Community Enhancement Fund is personal safety and family protection. Within that definition, priorities are: first, shelter, then advocacy, then counseling. (Note: no funding is available for prevention services or for child abuse services.)

Community Service:

Individuals and families in our community are now finding themselves in unexpected economic crisis. The economic downturn, increasing unemployment, downward wage pressure, and increasing household costs are leaving many on the verge of poverty or homelessness. Existing government and non-profit programs address these issues, but additional capacity is needed, particularly to assist those who may not qualify for existing programs.

The CEF will fund services provided for individuals and families experiencing economic crisis that address basic needs, including housing, food, and/or case management services that support the above. Housing means shelter-related needs such as rental assistance, utilities, and mortgage assistance. Any domestic violence-related housing should apply through the Domestic Violence service category. (Note: no funding is available for services for those who are already homeless.)

Afterschool Programs:

School-aged children and youth only spend 20% of their waking hours at school and numerous national studies have proven the connection between active participation in high-quality afterschool programs and higher levels of school engagement, attendance and performance. But only 10% of MNPS middle-school students, for example, are currently engaged in regular, structured afterschool programming.

The CEF will fund structured out-of-school programs provided to children and youth, pre-K through high school diploma, that promote student success. Program components must provide academic enhancement, life skills, community service, recreation, and/or preparation for post-secondary activities in an intentional and compelling way. Sufficient exposure for success (duration, intensity and breadth) is critical, **at least 3 days per week** over an extended period of time. In addition, programs in the Afterschool Program area will be assessed against the three Program Design Factors, reflecting quality standards, which are described in Attachment B (page 15) and in the FY10 Program Narrative Template: “Environment and Relationships”, “Activities”, and “Administration”.

WHO CAN APPLY

In order to submit an application, an organization must comply with all nine criteria listed below:

1. Only organizations with a non-profit status may apply. “Non-profit status” may be demonstrated by one of the following:
 - 501 (c) (3) designation of exemption from federal taxation from the Internal Revenue Service (IRS) as provided by 26 U.S.C.A. or;
 - Both a copy of the articles of incorporation as a non-profit; and the registration identification number provided by the Secretary of State as a Charitable Organization or proof of such exemption as allowed.
2. Organizations must have a completed and updated GivingMatters profile on <http://givingmatters.guidestar.org/>, the database of non-profits maintained by the Community Foundation of Middle Tennessee.
3. Organizations must be currently registered with the Tennessee Secretary of State Office to do business in Tennessee, and have filed the necessary report to the Secretary of State’s Office of Charitable Solicitation (unless, according to the organization’s size, it does not meet the threshold requirement).
4. Previous recipients of Metro Direct Appropriations with unresolved findings resulting from monitoring by the Metro Office of Financial Accountability are not eligible to

apply. Previous recipients of Metro CEF grants that have not submitted the Interim Report are not eligible to apply.

5. Organizations must have been in existence for 3 Years.
6. Organizations must be delivering services to the citizens of Davidson County.
7. Organizations must have an audit conducted by a certified public accountant completed within the preceding 12 months.
8. The total grant funds requested by an organization must not exceed 20% of its total revenues for the fiscal year included in the audit in Item 7.
9. Organizations must have attended a *mandatory* pre-application training meeting at the Downtown Library Conference Center at 615 Church Street on either April 20 from 9:30-11:30 a.m. or April 21 from 2:00-4:00 p.m..

HOW TO APPLY

Complete the grant application for one of the grant service categories listed below:

For FY2010, Metro CEF grants will be made in the following service categories:

- Domestic Violence
- Afterschool Programs
- Community Service

APPLICATIONS: Organizations may submit only one application. The application packet includes the following electronic files, which can be found at:

http://www.nashville.gov/finance/grants_coordination/CEF/recipient_toolbox.asp

- Application Cover Sheet
- FY10 Program Narrative Template
- FY10 Spending Plan
- FY10 Spending Plan Narrative

REQUIRED AUDIT DEADLINE: Applicants must email an electronic copy of the most recent agency audit (completed within the preceding 12 month) to fred.adom@nashville.gov.

APPLICATION DEADLINE: Applications and audits must be **received** (not just post-marked) by 4:30 pm on May 8, 2009.

Applications should be delivered to:

Metro Nashville Community Enhancement Fund
c/o Tiffy Barnett, Division of Grants Coordination
222 Third Avenue North, Suite 501
Nashville, TN 37201

Audits should be emailed to:

DEADLINE: 4:30, MAY 8, 2009

fred.adom@nashville.gov

APPLICATION REVIEW: After initial staff screening for mandatory minimal grant requirements, applications will be further evaluated and rated by a panel of reviewers selected by the Mayor, the Vice Mayor and another Metro Council member appointed by the Vice Mayor. Final funding decisions will include giving consideration to the extent to which the beneficiaries of proposed projects may be underserved. “Underserved” may describe the population, geographic area, or specific problem to be addressed by the application being considered.

**COMMUNITY ENHANCEMENT FUND
FY10 TIMELINE**

CEF APPLICATIONS AVAILABLE

April 9, 2009

CEF PRE-APPLICATION TRAINING MEETINGS

April 20 and 21, 2009

APPLICATION DEADLINE

May 8, 2009, 4:30 p.m.

PANEL REVIEW

June 22-24, 2009

If CEF application satisfies all of the requirements for submission, the application will be submitted to the appropriate CEF funding review panel for critical review and recommendation to the Mayor and the Metro Council. Review Panels only *recommend* funding.

Applicants recommended for funding will be asked to submit additional documentation, including the following:

- Certifications of Assurances
- Annual Report (or equivalent)
- Metro Short Vendor Application (if recipient does not already have a Metro Vendor ID Number)

METRO COUNCIL APPROVAL

The final approval of CEF grant award recipients will take place at the Metro Council meeting on July 21, 2009.

AWARD NOTIFICATION

July, 2009

Letters advising applicants of grant status will be mailed following the Metro Council's final approval of the Metro operating budget.

SIGNING GRANT AGREEMENT

July, 2009-August, 2009

The Metro Division of Grants Coordination will contact CEF grant recipients to develop and execute a grant agreement.

GRANT RECIPIENT TRAINING

August, 2009

Training will be held for CEF grant recipients on grant management and accountability.

CEF GRANT CONDITIONS

Every CEF grant recipient will be required to comply with the following CEF grant conditions. CEF recipients that fail to comply with these conditions may cause their CEF grant awards to be withheld or terminated.

BUDGET LIMITATION:

Total grant funds requested cannot exceed 20% of the applicant organization's total revenues for the fiscal year represented in its most recent audit.

ONE APPLICATION ONLY:

An agency may apply for funding from only one of the three service categories.

FUNDING LIMITATIONS:

CEF Grant Funding can only be used for program-specific operating expenses, not for general agency administrative expenditures.

UNALLOWABLE EXPENSES:

Can be viewed in the METRO GRANTS MANUAL at

http://www.nashville.gov/finance/docs/grants_coordination/CEF/2010/FY10-Grants-Manual-Final.pdf

GRANT AGREEMENT:

Details on recipient responsibilities related to the following can be found in Attachment C to this handbook, Community Enhancement Fund Contract Template:

- Recordkeeping
- Financial and Progress Reports
- Legal Compliance
- Public Acknowledgement
- Indemnification
- Lobbying prohibitions

GRANT PAYMENTS:

- Payments for awards of less than \$100,000 will be made quarterly on a cost reimbursement basis.
- Payments for awards of \$100,000 or more will be made monthly on a cost reimbursement basis.

REPORTING REQUIREMENTS:

- Two programmatic reports will be made to explain how the grant has been used on behalf of the citizens of Davidson County. An interim report is due by February 15, 2010 (or the next business day if February 15 falls on a Sunday or a Metro holiday); and a final report is due 45 days after the end of the contract term.
- One fiscal report will be made 45 days after the end of the contract term.

CEF POLICIES AND PROCEDURES:

CEF grant recipients must comply with current CEF Grants policies and procedures (a copy of the CEF Grants Manual is available at

MONITORING:

All CEF grant recipients will be monitored at a minimum of once a year. The purpose of this monitoring is to ensure that projects are implemented in a timely manner in compliance with all applicable requirements.

QUESTIONS AND ANSWERS

Q: Why don't you know exactly how much is allocated for each Service Category yet? When will you know?

A: Allocations will not be known until the Mayor finalizes his Budget proposal to Council. The Mayor presents his Budget to Council on May 1, and at that time the exact allocations requested by the Mayor will be known. Final allocations are determined by Metro Council when they pass the Metro Budget by the end of June.

Q: Why do the definitions of the FY10 Service Categories rule out so many programs? My agency was eligible last year but not this year!

A: Last year was the first year of the CEF grant program and the demands of quickly implementing a new program left little time to make decisions about Nashville's greatest needs. As a result, service descriptions were very general. The non-profit community found FY09's service descriptions too vague and general, and asked for greater clarity and specificity in the future. For FY10, an effort was made to target the community's most critical needs, and of necessity not every worthwhile program could be included. It is anticipated going forward that specific targets and service descriptions will vary from year to year.

Q: Where is the application form? I don't see it in this handbook anywhere.

A: The application packet is available at the CEF Website at: http://www.nashville.gov/finance/grants_coordination/CEF/recipient_toolbox.asp. It includes 4 electronic files: the Cover Sheet, Program Narrative Template, Spending Plan, and Spending Plan Narrative. These must be downloaded from the webpage, completed on computer, and printed out prior to signing and submitting.

Q: Can't I submit my agency audit with my paper documents? I don't have an electronic copy.

Metro Government is seeking to reduce the amount of paper both used and stored, wherever possible. Applicants who do not have an electronic copy of their audit may request one from their auditor, or have the paper audit scanned and saved as a pdf document at a print service center such as Kinko's.

Q: If an organization currently receives money from Metro Nashville government and is approved for FY10 funding, will the funding be at the same level?

A: Local government funding has always been allocated on a year-by-year basis, with no guarantees of future funding. The Metro Council makes final funding decisions on the operating budget.

Q: How many applications can I submit?

A: You may submit only one application for a CEF grant. This means only one grant application in one service category will be accepted.

Q: How many CEF grant application copies must be submitted?

A: One signed original grant application packet (see webpage at http://www.nashville.gov/finance/grants_coordination/CEF/recipient_toolbox.asp) and ten (10) copies. In addition, an electronic copy of the agency audit must be submitted to fred.adom@nashville.gov.

Q: When are CEF grant applications due?

A: Grant applications must be received by 4:30 p.m. on May 8, 2009. This includes AN electronic copy of the audit, which should be emailed to fred.adom@nashville.gov.

Q: Where is the designated location for receipt of CEF grant applications?

A: For Paper Documents:
Community Enhancement Fund
c/o Tiffy Barnett, Division of Grants Coordination
222 3rd Ave North, Suite 501
Nashville, TN 37201

For Audits (in Electronic Format)
fred.adom@nashville.gov

Q: When will an organization know if it is approved for funding?

A: The Metro Council makes final decisions regarding funding in the operating budget for the Metro Nashville Government. The Metro Council is expected to approve the FY10 CEF grants in July, 2009. All organizations that submit applications will receive timely notifications about their funding status as soon as possible after that time.

Q: What does “20% of organization total revenues” mean?

DEADLINE: 4:30, MAY 8, 2009

A: Total grant funds requested from the CEF grant application must not exceed 20% of the CEF applicant's total revenues for the fiscal year represented by its most recent audit. For example, if an organization's total revenues were \$100,000, that organization may not apply for more than \$20,000 in a CEF grant.

Q: Can an organization apply for general operating grants?

A: No, organizations may not apply for general operating funds. Examples of general operating funds would include such general administrative items as executive director salary and benefits, agency office rental and utilities, printing, and postage. Funding requests must be program specific. Examples of program-specific requests: direct assistance to clients, project-specific requests such as materials or services to be used by clients, equipment to be used in providing services to clients, supervision of staff providing direct services to clients. Any specific questions on this item should be addressed via email to the contact below.

Q: Can an organization apply for capital funding?

A: No, organizations must only apply for program-specific operating funds.

Q: What if my application is not approved for the amount requested?

A: Prior to the signing of the Grant Agreement, the CEF grant recipient and the designated representative from the Metro Division of Grants Coordination will discuss changes to the budget and/or selected program.

Q: Do I have to pre-register for the mandatory April 20 or April 21 training?

A: No, it will not be necessary to pre-register for the mandatory training. After participants have attended the training on April 20 or 21, they will have the opportunity to provide contact information if they are still interested in applying for a CEF grant.

Q: What if an organization has questions about the application process?

A: Questions may be sent via email from April 9 through April 18 to dgc@nashville.gov. Answers to those questions will be posted at http://www.nashville.gov/finance/grants_coordination/cef/ on April 20. (Applicants who *do not have email only*, may call in their questions at 880-2640.)

ATTACHMENT A

(This is the checklist used by DGC staff to confirm applicant eligibility for each CEF application submitted. Applicants may use the form to double-check that they are meeting all the application requirements.)

**COMMUNITY ENHANCEMENT FUND
FY10 ELIGIBILITY CHECKLIST**

APPLICANT: _____

SERVICE AREA: _____

**1. STEP ONE (Paper Screeners):
An original and ten copies of the following:**

___ Application Cover Sheet _____

___ Program Narrative complete and in correct format

___ Spending Plan _____

___ Spending Plan Narrative _____

2. STEP TWO (GIVINGMATTERS Screeners):

___ Current complete Givingmatters Profile _____

3. STEP THREE (Office of Financial Accountability Staff)

___ Audit approved by OFA _____

___ Does the application meet the 20% "Request/Total Revenue" ratio _____

Maximum applicant would be eligible for based on Total Revenue: \$ _____

___ Applicant registered with Secretary of State? _____

Report with Office of Charitable Solicitation

___ Does the applicant meet threshold for filing? _____

___ Has the applicant filed the required report? _____

___ Does OFA approve applicant as having met all financial eligibility requirements?

Attachment B

Program Design Factors for “Afterschool Programs”, reflecting quality standards:

Environment and Relationships

- Setting is physically and emotionally safe, where students and adults develop supportive relationships.
- Individualized assessment of students. Appropriate adult/student ratio for each age group. Implementation plan for an effective support system, including referral to other agencies and groups. Intentional time for academic, physical and emotional support.
- Actively includes families and community resources in various strategies. Formally includes other partners (e.g., colleges, CBOs, Metro departments) to create an enriching, appealing program environment.
- Cultural competence.
- Setting structure in place that encourages and celebrates creativity.

Activities

- Transportation available to those needing it; night/ weekend programs provide for safe trip home.
- Developmentally appropriate activities built on the individual strengths of the student.
- Students have voice and choice in selection of activities and strategies for participation. Activities take students beyond their actions to look at the meaning of their actions and interactions.

Administration

- Clearly defined program goals, policies, and procedures, including grievance, non-discrimination, and disciplinary policies, program schedules, emergency plans, and registration/enrollment. Procedures are provided to parents.
- Parents and students, as developmentally appropriate, have the opportunity to provide meaningful input into program development and evaluation.
- Programs strengthen quality through ongoing, evidence-based staff/volunteer training to achieve competency in child/youth development, cultural competency, behavior achievement and program goals; coaching and mentoring of staff/volunteers; data collection and analysis to evaluate success and modify program as supported by data.

The above headings, adapted by the Mayor’s Out-of-School Zones Task Force, appear in appendix 21 of The National School-Age Care Alliance Standards for Quality School-Age Care.

http://www.cdc.gov/HealthyYouth/physicalactivity/promoting_health/pdfs/ppar_a21.pdf

Additionally, this RFP aligns with the Mayor’s education blueprint, reflecting recommendations from the “Project for Student Success”. Program quality standards were adopted from High-Scope, Public Private Ventures, Wallace Foundation, Forum for Youth Investment, America’s Promise, Packard Foundation and Search Institute.

**ATTACHMENT C:
CONTRACT TEMPLATE**

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
«GranteeName»**

This Grant Contract issued and entered into pursuant to BL2009-XXXX, by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro" and «GranteeName», «Address1», «Address2» hereinafter referred to as the "Recipient," is for the provision of «DscrptnSrvs», 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 shall use the funds to provide services to the citizens of Davidson County. Incorporated into this contract is Attachment 1, the application submitted by the Recipient, which is attached hereto and made a part thereof. The Recipient will seek to achieve the following outcomes:
- A.2. These funds shall be expended consistent with the Spending Plan, included in Attachment 1. The Recipient shall collect data to evaluate the effectiveness of their services and provide those results to Metro as requested.
- A.3. The recipient shall utilize Metro funding only for services the Recipient provides to documented residents of Davidson County. Documentation of residency shall 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 non-profit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Utilization of Metro funding for services to non-Davidson County residents is unallowable.
- A.4. Additionally, the recipient shall collect data on the primary county of residence of the clients it serves and provide that data to Metro along with its final program and expenditure reports.

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant shall be for a period of twelve (12) months, commencing on July 1, 2009 and ending on June 30, 2010. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed «Writtenamt» dollars («TextNumberAmt»). The Grant Spending Plan, attached and incorporated herein as part of Attachment 1, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

«Payment_Methodology»

All invoices shall be sent to Metro Payment Services, P.O. Box 196300, Nashville, Tn. 37209 . Said payment shall not exceed the maximum liability of this Grant Contract.

- C.4. Final Expenditure Report. The Recipient shall submit a final grant expenditure report within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is unallowable.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.8. Travel Compensation. Payment to the Recipient for travel, meals, or lodging shall be subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.9. Electronic Payment. Upon request by Metro, the Recipient shall have thirty (30) days to complete and sign Metro's form authorizing electronic payments to the Recipient. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, shall 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. 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 shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. The Recipient shall maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient shall submit a Progress Report by no later than February 15, 2010 and a Final Program Report within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. Insurance. The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. Indemnification and Hold Harmless.

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

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

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

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

D.15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

D.18. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.20. Metro Interest in Equipment. The Recipient shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

- D. 21. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.22. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.23. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the 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:

Division of Grants Coordination
222 3rd Avenue, North, Suite 501
PO Box 196300
Nashville, TN 37219-6300
(615) 862-5443 phone, (615) 862-6179 fax

For enquiries regarding invoices:

Office of Management & Budget
222 3rd Avenue, North
PO Box 196300
Nashville, TN 37219-6300
(615) 862-6509, (615) 880-2800 fax

Recipient

«Title» «FirstName» «LastName», «JobTitle»
«GranteeName»
«Address1», «Address2»
«City», «State» «Zip»
«Phone», phone; «Fax», fax

- D.24. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

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

THE METROPOLITAN
GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

RECIPIENT: «GranteeName»

By: _____

Title: _____

Sworn to and subscribed to before me a Notary
Public, this ___ day
of _____, 200_

Metropolitan Clerk

APPROVED AS TO AVAILABILITY OF
FUNDS:

Notary Public

Director of Finance

My Commission expires _____ -

APPROVED AS TO FORM AND
LEGALITY

Metropolitan Attorney

APPROVED AS TO RISK AND
INSURANCE:

Director of Insurance