THE ANNIE E CASEY FOUNDATION

2017
Metropolitan Government of Nashville and Davidson County
GA-2017-X4664
217.4340
Amendment

This formally establishes an Agreement with the Annie E. Casey Foundation, and supersedes any other agreement to date for the Agreement Number listed above.

Contracting Contact

Name	Ashford Hughes
Title	Chief Diversity, Equity and Inclusion Officer
Email	ashford.hughes@nashville.gov

Program Contact

Name	Ashford Hughes
Title	Chief Diversity, Equity and Inclusion Officer
Email	ashford.hughes@nashville.gov

Finance Contact

Name	Ashford Hughes
Title	Chief Diversity, Equity and Inclusion Officer
Email	ashford.hughes@nashville.gov

Request Information

Project Title	Support to provide a culturally appropriate and significant community engagement plan and strategy for North Nashville equitable economic development
Total Amount	$15,000.00
Start Date	11/1/2017
End Date	7/31/2019
Staff Contact	Scot Spencer

Scope of Work

- The artist will participate in eight (8) community meetings/design sessions in total, two per month over the course of February, March and April 2019, and assist in the solicitation of community input;
- The artist will encourage attendance of community meetings coordinated by the Mayor's Office and the McGruder Project Team (United Way, Catholic Charities and NCAC) and solicit community input during the meetings;
- The artist will also facilitate introductions and meetings with North Nashville residents and organizations to ensure stakeholders are informed and engaged throughout the project;
- The artist will develop a method for collecting community stories and input during the community engagement (SeeArtistic Plan) and share in a final report with the Mayor's Office, the McGruder Project Team and Metro Arts;
- Before May 30th, the artist will provide the Mayor's Office, the McGruder Project Team and Metro Arts with a final report which will include community stories, input and recommendations on how arts and culture might be embedded in McGruder Center service delivery post

expansion; and

- Enlist local artist to organize and facilitate three (3) community engagement events. The intended outcomes are:
  - Share good news about McGruder, the expansion & services,
  - Gather input on expansion design and neighborhood needs,
  - Foster a sense of belonging and community,
  - Preserve neighborhood culture,
  - Connect residents to services, and
  - Increase database contact.

Performance Measures

- Six (6) North Nashville engagement events that are interactive and contain elements of community-informed design;
- One (1) philanthropic and three (3) business leaders will become champions of the North Nashville equitable economic inclusion strategy to leverage additional investment.

Payment Provisions

Grant Payment	$15,000.00	Paid

Payment will be disbursed upon receipt and approval of this fully executed Letter of Agreement. Our understanding is that these funds will be spent according to the approved budget. Any changes in this approved budget that exceed 15 percent of any line item, as well as any changes in key personnel, must be approved in advance by the Foundation.

Reporting Requirements

Interim Expenditure Report	11/30/2018	Received
Final Expenditure Report	8/31/2019	

Reports will be completed online via the portal. A reminder will be sent to you thirty (30) days prior to the report due dates. Further specific provisions of this grant are described in the attached Publication Acknowledgement Standards, and Terms and Conditions for Annie E. Casey Foundation Grants.

TERMS AND CONDITIONS FOR GRANTS

The following terms and conditions are intended to ensure that Foundation grants comply with applicable provisions of federal tax, including the requirement that the Foundation make reasonable efforts and establish adequate procedures to see the grant funds are spent solely for the purposes for which they were granted and to obtain full and complete reports on how grant funds have been expended.

1. All grant funds must be used only for charitable purposes within the meaning of Internal Revenue Code ("Code") Section 170(c)(2)(B) and, more specifically, for the purposes described in the approved

grant agreement and substantially in accordance with the approved budget. The grant funds may not be expended for any other purpose without the Foundation's prior written approval. Any funds not expended for the purposes of the grant during the term of the grant must be immediately repaid to the Foundation.

2. The grantee must administer and disburse grant funds in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. No part of the grant funds may be used to promote or support terrorist activities or make payments to any person or entity named in any list of suspected terrorists or blocked individuals promulgated by the U.S. government.

3. The grantee must provide narrative and financial reports on the use of grant funds as described the grant agreement. The reports should include a financial statement attested by the responsible financial officer of the grantee or a certified public accountant which reports grant expenditures in accordance with the categories contained in the approved budget. If any report is not received in a timely manner, the Foundation may withhold further grant payments. The Foundation may terminate the grant if the report is not received within sixty (60) days following the date on which it is due.

4. Although the grant funds need not be maintained in a separate bank account, such funds must be shown on the grantee's books as a separate fund dedicated to charitable purposes. Records of receipts and expenditures under the grant, as well as copies of reports submitted to the Foundation, must be kept for at least four years following completion of the grant term. The Foundation shall have the right to monitor and conduct an evaluation of this grant and to review financial and other records regarding the grantee's use of grant funds. The grantee's books and records shall be made available for the Foundation's inspection at reasonable times for the purpose of verifying expenditures and reviewing program activities and accomplishments.

5. If the grantee is a tax-exempt organization, the grantee represents that its tax-exempt and public charity status are valid and have not been revoked, that the receipt of this grant will not result in grantee's loss of public charity status, and that the grantee will notify the Foundation immediately of any change in tax-exempt or public charity status. In the event grantee ceases to be tax exempt under Code Section 501(c)(3) or to be classified as "publicly supported" under Code Section 509(a)(1) or (2) or as a Type I, Type II, or functionally integrated Type III supporting organization under Code Sections 509(a)(3) and 4942(g)(4), it will immediately notify the Foundation of such change in status.

6. No part of the grant funds are earmarked by the Foundation:

a. to carry on propaganda, or otherwise attempt to influence legislation (within the meaning of Code Section 4945 (d)(1));
b. to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Code Section 4945 (d)(2));
c. to make any grant to an individual or a non-public charity which does not comply with the requirements of Code Sections 4945 (d)(3) and (4); or
d. to undertake any activity for any purpose other than one specified in Code Section 170(c)(2)(B).

7. Grantee acknowledges that the Foundation has not earmarked any of the grant funds for any organization or individual other than the grantee. Grantee agrees that it is solely responsible for the selection of any other organization or individual to receive a portion of the proceeds of this grant.

8. With respect to any item of confidential information directly furnished to the grantee by the Foundation or otherwise obtained during the course of the grant engagement, the grantee will use the same degree of care it uses to protect and safeguard its own proprietary and confidential information and not disclose to or otherwise permit any third person or entity not in a confidential relationship with the grantee access to such confidential information.

9. Any violation of the foregoing conditions will require refunding to the Foundation of any amounts subject to the violation. The Foundation may discontinue, modify or withhold any payments due under this grant award or require a refund of any unexpended grant funds if, in its sole judgment, such action is necessary to comply with the requirements of any law or regulation affecting its responsibilities under this grant award.

10. The grantee may acknowledge the Foundation's support in its annual report, on its website and in similar public communications. Any other use of the Foundation's name or logo is prohibited without the prior written approval of the Foundation.

11. The printing (including electronically) of publications that result from this grant must follow the Publications Acknowledgement Standards of the Annie E. Casey Foundation. The Publications Acknowledgement Standards are attached.

12. The State and Federal Courts located in Tenneessee shall have exclusive jurisdiction over any dispute which might arise in connection with this grant, and the laws of Tenneessee shall govern the interpretation of the terms of the grant.

13. The terms and conditions of this grant are subject to modification by the Foundation as may be required to ensure compliance with any current or future federal tax or regulation.

ACKNOWLEDGEMENT STANDARDS

The following is the standard of the Annie E. Casey Foundation (Foundation) regarding how to acknowledge the Foundation in published reports or other disseminated products produced with the grant support of the Foundation. This standard applies to both electronic and paper (i.e., tangible) versions of such products.

Any printed or electronic report or publication that results from this project must include an acknowledgment disclaimer, such as the following, on the inside front cover, title page, or on any page preceding the body of the report where other credits and acknowledgments are provided. On a website or similar electronic format, the disclaimer should appear at or near the beginning of the text. You are welcome to extend this suggested text with additional recognition of specific Foundation staff members, if appropriate. You may wish to contact Beau Boughamer at

bboughamer@aecf.org prior to finalizing your document, if you have any questions about the wording of your disclaimer.

This research was funded by the Annie E. Casey Foundation. We thank them for their support but acknowledge that the findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the Foundation.

If the Foundation is one of multiple funders for your project and final product, you may modify the suggested disclaimer as follows, depending on the needs and wishes of your other funders:

This research was funded in part by the Annie E. Casey Foundation. We thank them for their support but acknowledge that the findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the Foundation.

OR:

This research was funded by the Annie E. Casey Foundation and_____. We thank them for their support but acknowledge that the findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of these foundations [organizations].

Copies of publications sent to the Foundation

In addition to sending a hardcopy of your final product to the Foundation staff person who manages your grant, please send three copies to the attention of Cheryl McAfee, Knowledge Center, at The Annie E. Casey Foundation, 701 St. Paul Street, Baltimore, MD 21202. Please be sure to include information about which grant funded this product. Please note that Grant Final Progress Reports should be submitted via the Grantee and Consultant portal and should not be sent to the Knowledge Center. These final products will become part of the Foundation permanent collection of publications, and may be archived within the Foundation's Knowledge Center system.

Approved By

Kenneth Jones	3/25/2019
Ashford Hughes	4/11/2019

Kenneth M. Jones II
VP & CFO

SIGNATURE PAGE
FOR
GRANT NO. Community Engagement 17-18 Amendment 1

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Ashford Hughes
Mayor's Office Department

5-8-2019
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal, Director
Department of Finance

5-8-19
Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

5/8/19
Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

5/8/19
Date

David Briley
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date