



LIVING CITIES

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November 14, 2019

Ms. Michelle A. Hernandez Lane
Chief Procurement Officer & Purchasing Agent
Metropolitan Nashville Davidson County
Division of Purchasing
730 2nd Avenue South, Suite 150
Nashville, TN 37210

Re: Grant No. 20-6160 G-931

Dear Ms. Hernandez Lane:

I am pleased to inform you that Living Cities has awarded the Metropolitan Nashville Davidson County Division of Purchasing ("the Grantee") a grant of Fifty Thousand Dollars (\$50,000.00) (the "Grant") to support the city's work with the City Accelerator's Retake: Inclusive Procurement Cohort.

The terms of this grant agreement are outlined below. Your signature at the end of this agreement indicates that you, as an authorized agent of your organization, have read, understood and agreed to these terms.

Grant Agreement

- (1) **Use of Grant:** The Grant is to be used only for the purposes outlined in your proposal dated April 5, 2019. Specifically, the funds are to be used to achieve the objectives outlined in work-plan through activities outlined in the grant proposal attached herein as Schedule B.
- (2) **Grant Period:** The grant period will begin on July 1, 2019 and end on June 30, 2020. Any funds not used by the end of the grant period toward the purposes of this grant will be returned to Living Cities within 45 days after the end of the grant period.
- (3) **Payment of Grant:** The Grant will be paid out in one (1) installment. Living Cities' ability to pay out this grant is dependent on the timely receipt of grant funding from institutional grantors. In the event that Living Cities has not received sufficient or timely funding from these grantors, Living Cities may elect to postpone, reduce or eliminate this award prior to disbursement.
- (4) **Conditions to Disbursement(s) of Grant:** The Grant will be disbursed to the Grantee, upon the fulfillment of the following condition:
 - (a) Upon execution by Living Cities of a signed copy of this agreement, including Schedule A. By signing this agreement, you also agree to the requirements of participation set forth in Schedule B.
- (5) **Requirements for Participation:**
 - (a) Participation in monthly calls with the cohort lead Griffin and Strong, P.C.:
 - (b) Participation in group learning activities, such as cohort learning calls, and send at most two members of the core team representatives to the four cohort convenings slated for June 2019, August 2019, Winter 2019 and Spring 2020:



- (c) Participation, by at least the city's two core team members, in a Living Cities-approved anti-racism training to deepen the team's racial equity competencies in service of closing racial income and wealth gaps through the City Accelerator. More information about this requirement and options for trainings will be forthcoming. (If team members can document that they have completed an approved training in the past two years, this requirement can be waived);
 - (d) Produce or contribute one blog post, and post regular social media updates, about the city's project, progress and lessons learned (guidance and deadlines will be forthcoming);
 - (e) Engagement with and participation in Living Cities' Economic Opportunity Roadmap, an online community dedicated to sharing practices and policies that create economic opportunity and close the racial wealth gaps in U.S. cities.
- (6) **Legal and Tax Requirements:** Grantee represents and warrants to the Foundation that:
- (a) Grantee is an organization in good standing, is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code (Code) and is not a private foundation within the meaning of Section 509(a) of the Code. Grantee will notify the Foundation immediately of any change in its tax status.
 - (b) Grant funds may be expended only for charitable, educational, literary or scientific purposes as specified in Section 170(c)(2)(B) of the Code.
 - (c) No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including but not limited to any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.
- (7) **Covenants:** During the term of this grant, the Grantee is expected to adhere to the conditions below. Failure to adhere to these conditions will constitute an act of default and result in the return of part or all of the grant funds to Living Cities. In such a case, Living Cities will determine in its sole and absolute discretion the percentage of the grant to be returned. Cessation or reclamation of grant funding by Living Cities may also result in your organization's elimination from consideration for investment from Living Cities in any other form.

During the grant term and beyond as applicable, the Grantee under this agreement agree to the following:

- (a) Adhere to the uses of the grant summarized in Section (1). This grant is made only for the purposes stated in this letter and in the proposal the Grantee has submitted. Any grant funds not expended or committed for these purposes within the grant period will be returned to Living Cities. Any prospective changes in the use of this grant totaling over five percent of the total grant amount must be submitted in writing to and approved by Living Cities.

In addition, the Grantee is expected to meet the milestones stated in the proposal within the timeframe specified therein. Any material changes in the Grantee's milestones or timeline should be reported to Living Cities at the earliest reasonable opportunity. Living Cities will decide in its sole and absolute discretion whether any delays in meeting milestones constitute a violation of this covenant, and thus an event of default.



- (b) Maintain its tax-exempt status and all authorizations, filings, exemptions, etc. required to perform its duties within and outside this agreement. The Grantee also agrees to immediately provide any correspondence from the IRS or other related agencies regarding the above.
- (c) Cooperate in the monitoring and evaluation of its work. Given Living Cities' learning goals, Living Cities expects its grantees, to cooperate in timely and accurate reporting of program process, outputs, and outcomes.

A progress report must be submitted by January 31, 2020. Information in the progress report(s) should include but will not necessarily be limited to:

- (i.) Progress in achieving outcomes as outlined in Schedule B;
- (ii.) Expenditures against project budget as outlined in Schedule C;
- (iii.) Resources leveraged against Living Cities' funds;
- (iv.) Challenges encountered; and
- (v.) Any material operational or strategic shifts.

End-of-grant-period report: This report must be submitted to Living Cities no more than 30 days after the end of the grant period. It will include: (1) a narrative account of what was accomplished by the expenditure of funds, including progress made towards achieving the goals of the grant; and (2) a financial accounting, which includes a statement by the responsible financial officer of the Grantee certifying the accuracy of the report. Guidelines for the mid-year and end-of-grant-period report will be sent to the Grantee at least sixty (60) days prior to report date.

Living Cities and its institutional grantors reserve the right to use and publish any information furnished by the Grantee, provided that Living Cities give appropriate credit to you as the provider of this information.

Living Cities reserves the right to audit Grantee's financial and other records to ensure the proper utilization of its grant funds. During and at least three years following the end of the grant term, the Grantee will be expected to maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of Living Cities grant funds.

- (d) Adhere to the following prohibitions on the use of the Grant. Under no circumstances the Grantee receiving Living Cities' grant funds use these funds directly or indirectly for the following purposes or activities:
 - (i.) Make a grant to any individual for travel, study or other similar purpose, as described in Section 4945(d)(3) of the Code;
 - (ii.) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-grants to any entity that engages in these activities;
 - (iii.) Influence the outcome of any specific public election, participate in or intervene in, including by the publishing or distribution of any statements, any political campaign on behalf of or in opposition to any candidate for public office;
 - (iv.) Influence legislation, including by the publishing or distribution of any statements, or any campaign in support of or opposition to pending legislation; and
 - (v.) Any other purposes outside your proposal without express written permission from Living Cities.
- (e) Represent faithfully and coordinate with Living Cities in reports and communications. Living Cities hopes and anticipates that the Grantee will leverage recognition by Living Cities in your communications and public relations. In doing so, Living Cities expects the Grantee to



represent Living Cities fairly and faithfully in all reports, press releases, speeches and other media. All materials describing the Grantee's efforts, particularly those that mention Living Cities, should be sent to Living Cities prior to publication. Whenever possible, major communications plans should be coordinated with Living Cities in advance. Copies of any reports, evaluations or other communications supported by Living Cities' grant funds should be sent prior to publication to:

Name: Elizabeth Reynoso, Associate Director
Email: ereynoso@livingcities.org
Phone: (646) 442-2203

Conversely, receipt of this grant provides Living Cities license to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. Whenever feasible, Living Cities will share these materials with the Grantee prior to publication. The Grantee and its sub-grantees will be expected to cooperate in any public education or outreach effort undertaken in connection with this grant, which may include efforts to attract additional resources to the Grantee or others doing similar work.

- (8) **Notice:** Any notice under this Agreement shall be in writing and shall be deemed delivered upon Grantees receipt of notice at the address or facsimile hereunder. Living Cities' Principal Contact regarding this grant will be:

Name: Norris Williams, III, Associate
Email: nwilliams@livingcities.org
Phone: (646) 442-2914

For Inquiries on Grant Administration notify:

Name: Joan F. Springs, Associate Grants & Contracts
Email: jsprings@livingcities.org
Phone: (646) 442-2231

For inquiries on payment & invoices, in addition to the principal contact, notify:

Name: Esther Mensah-Sullivan, Controller
Email: emensah-sullivan@livingcities.org
Phone: (646) 442-2222

- (9) **No Right of Assignment or Delegation:** The Grantee may not assign or otherwise transfer its rights, or delegate any of its obligations, under this agreement.
- (10) **Compliance with Anti-Discrimination Rules:** In its use of grant funds provided by Living Cities, and in the course of all development, marketing and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.
- (11) **Governing Law:** This Grant Agreement is governed by, and will be construed in accordance with, the laws of the State of New York.
- (12) **Amendment of Term of Grant:** Living Cities shall consider but is not obligated to agree to requests by the Grantee to make modifications to the terms of the Grant. Amendments to the Grant shall be made only after (i) Living Cities' Director of Finance and Administration has received a written request from the Grantee stating the nature of the amendment requested, and (ii) an authorized officer of Living Cities has executed a written agreement describing the terms of the amendment.



(13) **Countersignature Required.** If this agreement correctly sets forth your organization's understanding of the terms and conditions of the grant, please sign and date in the space provided below, complete Schedule A: Grantee Questionnaire and Schedule C: Project Budget and return to Joan Springs, Administrator of the Grant at jsprings@livingcities.org.

If a signed Grant Agreement is not received within 45 days from the date of this letter, this Grant is subject to cancellation by Living Cities.

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LIVING CITIES

ENJOY • INVEST • LEAD

Congratulations on receiving this award.

Bennett L. Hecht
President and CEO
Living Cities

12/9/19
Date

Michelle A. Hernandez Lane
Chief Procurement Officer & Purchasing Agent
Metropolitan Nashville Davidson County
Division of Purchasing

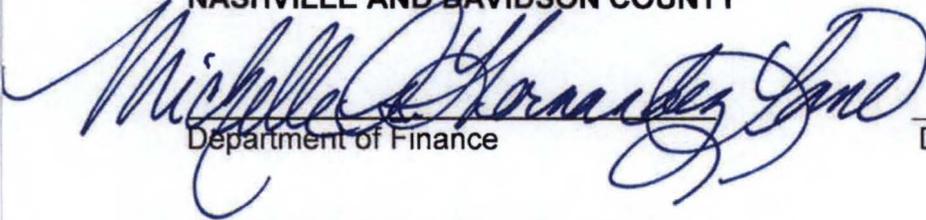
12-03-2019
Date

**SIGNATURE PAGE
FOR**

GRANT NO. 20-6160 G-931

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**



Department of Finance

12/3/19

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:



Kevin Crumbo, Director
Department of Finance

12-12-19

Date

APPROVED AS TO RISK AND INSURANCE:



Director of Insurance

12/13/19

Date

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

12/13/19

Date

FILED:

Metropolitan Clerk

Date



Schedule A: Grantee Questionnaire

Organization Name: Metropolitan Government of Nashville and Davidson County

Grant # / Tax ID Number: 20-6160 G-931 / 2-60694743-014-4

Program Contact Name: Michelle Lane

Phone: 615-862-5471 **Email:** michelle.lane@nashville.gov

Fiscal Contact Name: Alicia Viravouth

Phone: 615-880-1703 **Email:** alicia.viravouth@nashville.gov

Tax-Exempt Classification under the Internal Revenue Service:

- Government Unit
- School or University
 - > If checked, submit IRS letter of exemption and classification
- Other Section 501(c)(3) entity
 - > If checked, submit IRS Letter of exemption and classification
- Other Tax-exempt entity
- Not a Tax-exempt entity
 - Your organization is planning to, but has not applied for tax exempt status
 - If you organization has applied for status as a 501(c)(3), please submit a copy of the Form 1023 submitted to the IRS

Payment Information:

Grantee's Preferred Payment Method: Check or ACH / Electronic Transfer

Payee / Beneficiary: Metropolitan Government of Nashville & Davidson County

Address: Division of Purchases

730 Second Avenue South

Phone: 615-862-5471 **Fax:** _____ **Email:** michelle.lane@nashville.gov

Attention: Michelle Lane

If ACH/Electronic Transfer, Receiving bank Information

Bank Name: _____

Bank Address: _____

ABA / Routing Number: _____

Account Number: _____

Additional Instructions: _____

Name, Signature and Title (of the person who completed this form):	Name	Title
	Signature	Date

Schedule B - Project Workplan/Objectives/Goals

Living Cities City Accelerator - Procurement & Equity Cohort
Metropolitan Government of Nashville & Davidson County

Project Goal Statement:

To improve the participation of minority and woman-owned businesses in the Metro Government procurement process by creating a multi-tiered business capacity development program and a comprehensive communications and outreach strategy.

Outcome #1:

Minority and women-owned businesses, internal stakeholders, and public policy makers have the capacity to perform, administer, and evaluate—respectively—relative to Metro Government’s equal business opportunity initiative.

Workplan for Outcome #1

ACTIVITY	INPUT	COMPLETE	RESPONSIBLE PERSON	OUTPUT
<p>Develop three-track training program about Metro Government's procurement equity and inclusion initiatives.</p> <p>Track 1: Training for MWBEs; Track 2: Training for Metro staff; Track 3: Training for policy makers.</p> <p>Modules will be developed by a third-party vendor selected via RFP. All modules will be administrable onsite and online.</p>	<ul style="list-style-type: none"> • Purchasing Agent¹ • BAO Director² • Business Development Officer³ • Metro Staff • Consultant 	May 2020	Jerval Watson	<ul style="list-style-type: none"> • RFP Developed • Consultant Selected • Three-Track Curriculum Developed • Modules Placed Online
<p>Training sessions provided to onsite to MWBEs, internal stakeholders, and public policy makers.</p>	<ul style="list-style-type: none"> • Business Development Officer • BAO Director • Purchasing Agent • Metro Staff 	September 2020	<p>Jerval Watson Track 1</p> <p>Christopher Wood Track 2</p> <p>Zak Kelley Track 3</p>	<ul style="list-style-type: none"> • Track 1: Hold three (3) onsite trainings; train 45 MWBEs. • Track 2: Hold two (2) onsite trainings; train 60 percent of Metro Departments/Agencies. • Track 3: Hold one (1) onsite training; train 30 percent of Metro Council members.

¹ Purchasing Agent = Chief Procurement Officer/Purchasing Agent for Metro Government.

² 'BAO' = Business Assistance Office* also known as the Office of Minority and Women Business Assistance.

³ Business Development Officer serves both BAO and division of purchases.

Project Goal Statement:

To improve the participation of minority and woman-owned businesses in the Metro Government procurement process by creating a multi-tiered business capacity development program and a comprehensive communications and outreach strategy.

Outcome #2:

By being able to easily access, understand, and navigate the entire procurement process, minority and women-owned businesses will see equity and inclusion as central tenants of how Metro Government does business.

Workplan for Outcome #2

ACTIVITY	INPUT	COMPLETE	RESPONSIBLE PERSON	OUTPUT
<p>Develop comprehensive communications and outreach strategy to increase minority and woman-owned businesses access to, understanding of, and engagement with Metro Government's procurement process. Plan will address:</p> <ul style="list-style-type: none"> Streamlining and improving internal processes and procedures to increase access for MWBEs. Implementing effective methods for outreach and education to MWBEs. Developing materials and updatable templates to aide in current and future navigation. <p>Media firm from Metro's approved vendors list will develop the strategy as well as any associated materials/media.</p>	<ul style="list-style-type: none"> Purchasing Agent BAO Director Business Development Officer Metro Staff Agency/Resource Partners Media Firm 	<p>March 2020</p>	<p>Zak Kelley</p>	<ul style="list-style-type: none"> Proposal Developed Firm Selected Communications Plan Developed Materials Developed
<p>Communications and outreach strategy implemented by Metro Government.</p>	<ul style="list-style-type: none"> Purchasing Agent BAO Director Metro Staff Media Firm 	<p>June 2020</p> <p>September 2020</p> <p>December 2020</p>	<p>Jerval Watson</p> <p>Christopher Wood</p> <p>Zak Kelley</p>	<ul style="list-style-type: none"> Phase 1: Short-terms goals will be fully implemented within three (3) months. Phase 2: Medium-term goals will be implemented within six (6) months. Phase 3: Long-terms goals will be implemented within (9) months.

Schedule C: Project Budget

Project Management Expenses	
External Consultant Expenses	
Media Firm Fee for Communications Strategy	\$20,000
Education Consultant Fee for Module Development	\$30,000
Technology Expenses	
Focus Group Expenses	
Communication Expenses	
Other Expenses	
Grand Total	\$50,000