Tennessee Housing Development Agency

Andrew Jackson Building Third Floor
502 Deaderick St., Nashville, TN 37243
(615) 815-2200

Bill Haslam
Governor

Ralph M. Perrey
Executive Director

MEMORANDUM:

TO: 2015 ESG Grantees

FROM: Coralee Holloway

DATE: August 7, 2015

SUBJECT: 2015 ESG Contracts

In regards to the 2015 ESG Contracts you are receiving, please **sign** and **date both copies** of the **contract** and **return both copies to THDA**. Upon my signature, we will return a copy to you for your records.
If you have any questions please call the Community Programs Division at (615) 815-2030.
Thank you

GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2015	June 30, 2016	ESG-15-16	45222

Grantee Legal Entity Name	Edison Vendor ID
City of Franklin	62-6000290

Subrecipient or Contractor	CFDA #14.231
☒ Subrecipient ☐ Contractor	Grantee's fiscal year end

Service Caption (one line only)

Funding —

FY	State	Federal	Interdepart mental	Other	TOTAL Grant Contract Amount
2015		$62,319			$62,319
TOTAL:		$62,319			$62,319

Ownership/Control

☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female

☐ Person w/Disability ☐ Small Business ☒ Government ☐ NOT Minority/Disadvantaged

☐ Other:

Grantee Selection Process Summary

☐ Competitive Selection	ESG grants are awarded competitively based on threshold criteria, program design, capacity points, with additional points given for domestic violence service providers and providers of rapid rehousing services.
☒ Non-competitive Selection	Set Aside Cities as defined by HUD that do not receive a direct allocation are awarded formula-based funds. $100,000 unmatched funds are set-aside for seven Regional Housing Facilitators who serve the mentally ill.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GR

Speed Chart (optional)	Account Code (optional)

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HOUSING DEVELOPMENT AGENCY AND
City of Franklin

This Grant Contract by and between the State of Tennessee, Tennessee Housing Development Agency, hereinafter referred to as the 'State" or "THDA" and City of Franklin, hereinafter referred to as the "Grantee," is for the provision of services to the homeless and those at risk for homelessness under the Emergency Solutions Grant ("ESG"), as further described under "Scope of Services and Deliverables" (the "SCOPE OF SERVICES.) below.

The Grantee is a Governmental Entity
Grantee Place of Incorporation or Organization: Tennessee

Grantee Edison Vendor ID 62-6000290

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all services and deliverables as required, described, and detailed in this Scope of Services section or elsewhere in this Grant contract.

A.2. To maintain and operate emergency homeless shelters, provide essential services, street outreach and rapid rehousing to the homeless and prevention services to individuals and families at-risk for homelessness, as specified in ATTACHMENT A: DESCRIPTION OF ACTIVITIES; ATTACHMENT B: IMPLEMENTATION PLAN; and ATTACHMENT C: BUDGET.

A.3. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant contract by this reference.

A.4. Incorporation of Additional Documents. The following documents are incorporated by this reference in this Grant contract:

a. Title 24 Code of Federal Regulations, Part 576 and Part 91, of the Emergency Solutions Grants Program authorized by subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) Interim Regulations, (the "Federal ESG Regulations").

b. The United States Department of Housing and Urban Development ESG Desk Guide for Program and Eligibility Policies and Procedures.

c. THDA ESG Program Description and ESG Manual (the "THDA ESG Requirements").

In the event of a discrepancy, ambiguity or conflicting requirements regarding the Grantee's duties, responsibilities and performance under this Grant Contract, the more stringent requirement shall apply.

A.5. To comply with the Eligible Activity Requirements of 24 CFR 576, Subpart B, and Part 91 as applicable in accordance with the type of project assisted.

A.6. To comply with the Program Requirements of 24 CFR 576, Subpart E, and Part 91 as applicable in accordance with the type of project assisted.

A.7. To maintain records adequate to document compliance with 24 CFR 576, along with such other records the State determines necessary to enable the State to fulfill its responsibilities in the ESG Program. All records will be retained for a 3-year period in accordance with the requirements of 24 CFR Section 576.

A.8. To furnish to the State all reports required to be filed in accordance with any directives of the State and within the time period prescribed by the State for such reports.

A.9. To comply with required consultation with the local Continuum of Care and HMIS reporting requirements.

B. TERM OF GRANT CONTRACT:

B.1. Grant Term. This Grant contract shall be effective on July 1, 2015 and extend for a period of (12) months after the Effective Date to June 30, 2016. The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

B.2. Period of Use Restrictions. This Grant Contract shall remain effective, regardless of the Grant Term specified above, for the period of use restrictions under 24 CFR 576.53 and 42 U.S.C. 11375(c), as applicable.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed SIXTY-TWO THOUSAND THREE HUNDRED NINETEEN AND 00/100 DOLLARS ($62,319) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget 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 Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant contract, the Grantee shall submit invoices in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice THDA based on an approved payment schedule, with all necessary supporting documentation, and present such to the Tennessee Housing Development Agency via electronic dropbox or via mail or delivery service to:

The Tennessee Housing Development Agency
Andrew Jackson Building, Third Floor
502 Deaderick Street, Nashville, Tennessee 37243
Attention: Community Programs

Grantees are required to use ESG Request for Payment Form which contains this information. The ESG Manual defines the required back-up documentation. THDA's Grant Management System is used to track each draw and the budget category.

Grantees can only draw ESG funds for specific activities, subject to the maximum ESG limit on Street Outreach and Shelter. Each Request for Payment form is accompanied by copies of general ledgers, invoices, pay stubs, timesheets, travel logs, and/or other documentation that verifies expense. These requirements are further defined in the ESG Manual.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-items amount(s) detailed. Any change in Grant Budget line items shall require an amendment of this Grant contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant contract exceed the amounts permitted by Section C of this Grant contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant contract.

d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant contract, to constitute non-allowable costs.

C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant contract or any other contract between the Grantee and THDA or the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant contract until the State has received the following documentation properly completed.

a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.

b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. This Grant contract may be terminated by either party by giving written notice to the other, at least thirty (3) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services, in compliance with the Federal ESG Regulations and the THDA ESG Requirements, completed as of the termination date, but in no event shall the State be liable to the Grantee for any service which has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. In the event of disagreement, the Grantee may file a claim with the Tennessee Claims Commission to seek redress.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant contract in a timely or proper manner, or if the Grantee violates any terms of this Grant contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant contract. Upon such termination, the Grantee shall have no claim to any remaining ESG funds made available under this Grant contract

D.5. Subcontracting. The Grantee 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 the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

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

The Grantee acknowledges, understands, and agrees that this Grant contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

D.7. Lobbying. The Grantee 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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, the 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Ralph M. Perrey, Executive Director
Tennessee Housing Development Agency
Andrew Jackson Building, Third Floor
502 Deaderick Street, Nashville, Tennessee 37243
Telephone # 615-815-2200FAX # 615-564-1292
Email: rperrey@thda.org

The Grantee:
Ken Moore, Mayor
City of Franklin
109 3rd Avenue South, Franklin, Tennessee 37064
Telephone 615-550-6608
Email Kathleens@franklintn.gov

A change to the above contact information requires written notice to the person designated by the other party to receive notice. All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant contract upon written notice to the Grantee. The State's right to terminate this Grant contract due to lack of funds is not a breach of this Grant contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State

any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee agrees 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 Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Tennessee Comptroller of the Treasury. THDA shall obtain copies of the sign from the Tennessee Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant contract shall include the statement, "This project is funded under a Grant contract with the Tennessee Housing Development Agency through the U.S. Department of Housing and Urban Development." All notices by the Grantee in relation to this Grant contract shall be approved by THDA.

D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by THDA, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards.*

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of, THDA the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant contract shall be subject to monitoring and evaluation by the State, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Reports. The Grantee shall submit all reports with form, substance and deadlines as specified in the Federal ESG Regulations and the THDA ESG Requirements. The Grantee shall submit, within two (2) months of the conclusion of the Term, an ESG annual report to THDA.

D.19 Audit Reports. When the Grantee has received seven hundred fifty thousand dollars ($750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with *U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant contract. Copies of such audit reports shall be provided to the designated cognizant state agency, THDA, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—300.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant contract.

D.21. Strict Performance. Failure by any party to this Grant contract 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 signed by the parties hereto.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public

liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant contract.

D.23. State Liability. The State shall have no liability except as specifically provided in this Grant contract.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant contract arising from a Force Majeure Event is not a default under this Grant contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant contract is not a Force Majeure Event under this Grant contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant contract or charge the State any fees other than those provided for in this Grant contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Grant contract.

D.26. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant contract, subject to the THDA's, equitable interest therein, to the extent of its *pro rata* share, based upon, THDA's, contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition costs which equals or exceeds five thousand dollars ($5,000). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant contract to create a security interest in favor of THDA in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant contract. A further intent of this Grant contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant contracts between THDA, and the Grantee.

The Grantee grants THDA a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant contract. This Grant contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants THDA a security interest in said equipment or motor vehicles. The Grantee agrees that THDA may file this Grant contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to THDA, upon THDA's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant contract in such form as THDA may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements THDA may reasonably require. Without the prior written consent of THDA, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant contract, including the covenants to pay when due all sums secured by this Grant contract, THDA shall have the remedies of a secured party under the Uniform Commercial Code and, at the THDA's option, may also invoke the remedies herein provided.

The Grantee 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. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment or motor vehicles;

b. Manufacturer's serial number or other identification number, when applicable;

c. Consecutive inventory equipment or motor vehicles tag identification;

d. Acquisition date, cost, and check number;

e. Fund source, State Grant number, or other applicable fund source identification;

f. Percentage of state funds applied to the purchase;

g. Location within the Grantee's operations where the equipment or motor vehicles is used;

h. Condition of the property or disposition date if Grantee no longer has possession;

i. Depreciation method, if applicable; and

j. Monthly depreciation amount, if applicable.

k. The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee

must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

l. The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify THDA, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon THDA's original contribution to the purchase price.

m. Upon termination of the Grant contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant contract, the Grantee shall request written approval from THDA for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.27. Local, State and Federal Compliance. The Grantee shall comply with all applicable local, state and federal ordinances, laws and regulations in the performance of this Grant contract.

D.28. Governing Law. This Grant contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee, THDA, or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.29. 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.30. Severability. If any terms and conditions of this Grant contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant contract are declared severable.

D.31. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant contract.

D.32. Hold Harmless. To the extent permitted by law, the Grantee agrees to indemnify and hold harmless THDA as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for on its or their

behalf relating to this Grant contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for THDA to enforce the terms of this Grant contract. In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee, through its attorney(s), the right to represent the State of Tennessee in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant contract, the special terms and conditions shall be subordinate to the Grant contract's other terms and conditions.

E.2. Training. The Grantee shall attend all training sessions as required by THDA (Consultants may attend and will be considered as fulfilling this requirement).

E.3. ESG Program Requirements. Under this Grant Contract, Grantee is receiving an allocation or grant of Emergency Solutions Grant Program funds. The Grantee understands these funds are made available through the United States Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the Grantee agrees and certifies to comply with all applicable State and HUD requirements. Without limitation, Grantee specifically agrees and certifies as follows:

a. The Grantee will abide with all the requirements of 24 CFR, Part 576 and Part 91, Emergency Solutions Grant Program.

b. The Grantee will match dollar-for-dollar the ESG funding it receives from the State with funds from other public or private sources.

c. The Grantee will comply with other applicable Federal Requirements in 24 CFR, Part 576, and Part 91, as follows:

1. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;

2. 24 CFR 576 Subpart B Applicability of OMB Circulars

3. 24 CFR 576 Subpart B Lead-Based Paint Poisoning Prevention Act;

4. 24 CFR 576.404 Conflicts of Interest;

5. 24 CFR 24.50 Environmental Review;

6. 24 CFR 576.408 Relocation and Acquisition.

8. Title VI and Executive Order 13166 Affirmative Outreach

d. If the Grantee is primarily a religious organization, it agrees to use its funds to provide all eligible activities under this program in a manner that is free from religious influences as provided by 24 CFR 576.406.

e. The Grantee will administer the Grant according to the uniform administrative requirements of 24 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.

f. The Grantee will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.

g. The Grantee will comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, implementing regulations at 24 CFR, Part 35, Subparts A, B, H, J, K, and M as applicable.

h. The Grantee will use ESG funds pursuant to its or the State's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 576 and Part 91.

i. The Grantee will obligate all ESG grant funds to subrecipients within 120 days of the date the funds were made available to the State.

i. The Grantee will maintain adequate documentation of homelessness status to determine eligibility of persons served by the ESG program.

k. The Grantee will establish a formal process by which it may terminate ESG assistance to an individual or family who violates program requirements in accordance with 24 CFR Part 576.402. The formal process adopted by the Grantee must allow for the due process of the terminated participant's rights through a grievance procedure that allows a hearing regarding the termination of assistance.

l. The Grantee will ensure that at least one homeless or formerly homeless individual participates in a policy-making function within the organization in accordance with 24 CFR Part 576.405. The Grantee will involve homeless individuals and families in the operation of the ESG-funded program through work or volunteer activities in accordance with 24 CFR Part 576.405.

m. The Grantee will develop and implement procedures to ensure the confidentiality of records pertaining to any individual fleeing domestic violence situations. In addition the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.

n. The Grantee will require that any building for which ESG funding is used for renovation, major rehabilitation or conversion meet local government safety and sanitation standards. In addition, the Grantee will ensure that shelter and housing facilities funded through the ESG program are safe, sanitary and adequately maintained.

o. The Grantee will abide by the ESG use restriction requirements of 24 CFR 576.3 and 42 U.S.C. 11375(c) for a 10-year or 3-year period, as applicable, for any renovation, rehabilitation or conversion activity. If the ESG-assisted facility fails to meet the use restriction requirement for the specified period, the Grantee will repay the applicable ESG funds as directed by the State.

p. The Grantee will provide a means of enforcing compliance with ESG program requirements, including use restriction requirements specified in 24 CFR 576.3 and 42 U.S.C. 11375(c). Enforcement may include liens on real property, deed restrictions, or covenants running with the land.

E.4. Homeless Management Information Systems (HMIS). The Grantee must participate in the local Continuum of Care and ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those person and activities are located, in accordance with HUD's standards on participation, data collection and reporting under a local HMIS. If the Grantee is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (e.g., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

E.5. Drug Free Workplace. The Grantee will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the action that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. The Grantee's policy of maintaining a drug-free workplace;

3. Any drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the Grant contract be given a copy of the statement required by Paragraph E 5 (a);

d. Notifying the employee in the statement required by Paragraph E 5 (a) that, as a condition of employment under the Grant contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the State in writing, within ten calendar days after receiving notice under Paragraph E 5 (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E 5 (d) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E 5 (a), (b), (c), (d), (e) and (f).

E.6. Insurance. The Grantee shall carry adequate liability and other appropriate forms of insurance.

a. The Grantee shall maintain, at minimum, the following insurance coverage:

1. Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

2. Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

3. Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

4. Professional Malpractice Liability with a limit of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate.

b. The Grantee shall provide a valid Certificate of Insurance naming THDA as an additional insured and detailing Coverage Description; Insurance Company and Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Grantee shall obtain from Grantee's insurance carrier(s) and will deliver to THDA waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Grant contract.

E.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant contract.

E.8. Corrective Action. If the State takes any corrective or remedial action as outlined in 24 CFR Section 576.67 that are the result of any action taken by the Grantee, the Grantee will take any action required to prevent a continuation of the deficiency, mitigate to the extent possible, its adverse effects or consequences, and prevent its recurrence. These remedies could, among other action, include repaying ESG funds.

IN WITNESS WHEREOF,

City of Franklin:

Ken Moore, Mayor **DATE**

TENNESSEE HOUSING DEVELOPMENT AGENCY

Coralee B. Holloway, Director, Community Programs **DATE**

APPROVED AS TO FORM

By:_____

Title:_____

APPROVED AS TO FORM

By: _____

Title: _____

ATTACHMENT D

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	City of Franklin
Subrecipient's DUNS number	081460768
Federal Award Identification Number (FAIN)	E-15-DC-47-0001
Federal award date	July 1, 2015
CFDA number and name	14.231
Grant contract's begin date	July 1, 2015
Grant contract's end date	June 30, 2016
Amount of federal funds obligated by this grant contract	$62,319
Total amount of federal funds obligated to the subrecipient	$62,319
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$2,948,182
Name of federal awarding agency	U.S. Department of Housing and Urban Development
Name and contact information for the federal awarding official	Mary C. Wilson Director, CPD John J. Duncan Federal Building, Ste 300 710 Locust Street, SW Knoxville, TN 37902
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	To be determined by cost allocation plan approved by Grantee's cognizant agency

ATTACHMENT A

TENNESSEE HOUSING DEVELOPMENT AGENCY
2015 ESG PROGRAM
DESCRIPTION OF GRANTEE ACTIVITIES

GRANTEE NAME: CITY OF FRANKLIN

I. The activities for the 2015 ESG Project shall consist of the following:

1. Administer ESG funds through a subrecipient agreement with Bridges of Williamson County.

2. Bridges of Williamson County will provide Shelter services to victims of domestic violence in Williamson County.

3. Bridges of Williamson County will provide Rapid Re-Housing services to victims of domestic violence in Williamson County.

4. Prior to disbursement of ESG funds, the Grantee will submit the ESG Written Standards for its subrecipient.

5. An invoice under this Working Agreement shall be presented to THDA within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. THDA will not deem such Grantee costs to be allowable and reimbursable unless, at the sole discretion of THDA, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it shall be signed by a Grantee agent that would be authorized to sign this Working Agreement.

ATTACHMENT B

TENNESSEE HOUSING DEVELOPMENT AGENCY
2015 ESG PROGRAM
IMPLEMENTATION PLAN FOR ESG PROJECTS

GRANTEE: CITY OF FRANKLIN

I. The time table for completing the activities for the project shall be:

1.	Determination of status for Environmental Review	July 1, 2015
2.	Release of funds	July 1, 2015
3.	Begin providing services to homeless	July 1, 2015
4.	Contract complete	June 30, 2016

ATTACHMENT C

TENNESSEE HOUSING DEVELOPMENT AGENCY
2015 ESG PROGRAM
PROJECT BUDGET

GRANTEE NAME: CITY OF FRANKLIN

Funding Source	Street Outreach	Shelter Activities	Homeless Prevention	Rapid Re-Housing	HMIS	Admin	TOTAL
ESG FUNDS	$	$ 37,391	$	$ 22,124	$	$ 2,804	$ 62,319
Other Federal Funds	$	$	$	$	$		$
Local Gov't or Agency Funds	$	$ 37,391	$	$ 22,124	$	$ 2,804	$ 62,319
Private Funds	$	$	$	$	$		$
Donated Labor, Services, Cash, or Materials	$	$	$	$	$		$
TOTAL	$	$ 74,782	$	$ 44,248	$	$ 5,608	$ 124,638