 <h2 style="margin: 0;">GOVERNMENTAL GRANT CONTRACT</h2> <p style="margin: 0;">(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</p>					
<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b>	<b>Edison ID</b>		
07/01/2024	06/30/2025	ESG-24-09	82053		
<b>Grantee Legal Entity Name</b>				<b>Edison Vendor ID</b>	
CITY OF KINGSPORT - COMMUNITY DEVELOPMENT				1562	
<b>Subrecipient or Recipient</b>		<b>Assistance Listing Number: 14.231 Emergency Solutions Grants Program</b>			
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Grantee's fiscal year end: 6/30</b>			
<b>Service Caption</b> (one line only)					
Emergency Solutions Grants ("ESG") 2024					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2024		\$126,613.00			\$126,613.00
<b>TOTAL:</b>		<b>\$126,613.00</b>			<b>\$126,613.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Emergency Solutions Grants ("ESG") Program funds are made available competitively to nonprofit organizations and local governments to implement eligible activities. Funds are awarded based on the scoring criteria identified in the 2024 Emergency Solutions Grants Program Description.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> 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.			<i>CPO USE - GG</i>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
THE TENNESSEE HOUSING DEVELOPMENT AGENCY,  
AND  
CITY OF KINGSPORT - COMMUNITY DEVELOPMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee and the Tennessee Housing Development Agency ("THDA"), hereinafter referred to as the "State" or the "Grantor State Agency," and CITY OF KINGSPORT - COMMUNITY DEVELOPMENT, hereinafter referred to as the "Grantee," is for the provision of services to the homeless and those at risk of homelessness under the Emergency Solutions Grants ("ESG") Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #: 1562  
THDA Grant Contract #: ESG-24-09

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. ESG funds may be used to maintain and operate emergency homeless shelters; to provide essential services, street outreach and/or rapid re-housing services to the homeless; to provide prevention services to households at risk of homelessness; and to perform data collection activities for all persons assisted as specified in ATTACHMENT A: DESCRIPTION OF GRANTEE ACTIVITIES, ATTACHMENT B: IMPLEMENTATION PLAN, and ATTACHMENT C: BUDGET, attached and incorporated herein by this reference.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these terms shall govern in order of precedence below:
- 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 Urban Development ESG Desk Guide for Program and Eligibility Policies and Procedures.
  - c. The THDA 2024 ESG Program Description and the ESG Manual "the THDA ESG Requirements").
  - d. Federal Award Identification Worksheet. The federal award identification worksheet, which appears as ATTACHMENT D.
- A.4. The Grantee shall comply with the Eligibility Activity Requirements of 24 CFR Part 576, Subpart B, and Part 91 as applicable to the type of project assisted.
- A.5. The Grantee shall comply with the Program Requirements of 24 CFR Part 576, Subpart E, and Part 91 as applicable to the type of project assisted.
- A.6. The Grantee shall comply with other applicable Federal Requirements, including, but not limited to, 24 CFR Part 576 and Part 91, as follows:

- a. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;
  - b. 24 CFR 576 B Applicability of OMB Circulars;
  - c. 24 CFR 576 Subpart B Lead-Based Poisoning Prevention Act;
  - d. 24 CFR 576.404 Conflicts of Interest;
  - e. 24 CFR 576.406; 24 CFR 5.109 – Equal Participation of Faith-Based Organizations in HUD Programs and Activities;
  - f. 24 CFR 24.50 Environmental Review;
  - g. 24 CFR 576.4089 Relocation and Acquisition;
  - h. Title VI and Executive Order 13166 Affirmative Outreach; and
  - i. 24 CFR 184 Buy America Preferences for Infrastructure Projects.
- A.7. The Grantee shall match dollar-for-dollar the ESG funding the Grantee receives under this Grant Contract with funds from other public and private sources, as permitted and required under the Federal ESG Regulations and THDA ESG Requirements.
- A.8. The Grantee shall use ESG funds pursuant to the local, HUD-approved Consolidated Plan or the State, HUD-approved Consolidated Plan, as applicable, and all requirements of 24 CFR, Part 576 and Part 91.
- A.9. If the Grantee is a unit of general-purpose local government, the Grantee shall obligate all ESG grant funds to sub-recipients within sixty (60) days of the Effective Date of this Agreement. The funds must be obligated by a subgrant agreement with, or a letter of award requiring payment to, a private nonprofit organization; a procurement contract; or the written designation of a department within the government of the subrecipient to directly carry out an eligible activity.
- A.10. Terminating Assistance to Beneficiaries & Due Process.
- a. Process for Terminating Assistance Other Than Rental Assistance, Housing Relocation, or Stabilization Services. Grantee shall establish policies and procedures for terminating assistance to beneficiaries that require staff to examine all extenuating circumstances and exercise judgment in determining when violations warrant termination, so that assistance is only terminated in the most severe cases. Such policies and procedures must be submitted and approved by THDA. This process, at a minimum, must consist of:
    - (1) Providing the program participant with a written copy of the program rules and the termination process before the participant beneficiary begins to receive assistance;
    - (2) Written notice to the program participant containing a clear statement of the reasons for termination; and
    - (3) A review of the decision by a staff person of the Grantee who was not involved in the decision to terminate (or a subordinate of that person).
  - b. Process for Terminating Rental Assistance, Housing Relocation, or Stabilization Services. Grantee shall follow the process above, but, if after review, staff believes that termination is warranted, the Grantee shall refer the case to THDA's legal division the next business day after the review and:

- (1) THDA will review the information and will either overturn the termination, or, if it agrees termination should occur, will send a proposed notice of termination. The program participant will be given 14 days from the date of the notice to appeal THDA's decision or the decision is final;
  - (2) If the program participant appeals THDA's decision, the matter will be heard by THDA's hearing officer or its designee. The hearing officer will either overturn the termination or uphold it.
- c. During either review process, the Grantee shall provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations and meaningful access to persons with Limited English Proficiency.
- A.11. The Grantee shall 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.
- A.12. The Grantee shall 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.
- A.13. The Grantee will maintain adequate documentation of homelessness status to determine and verify eligibility of persons served by the ESG funded program.
- A.14. The Grantee shall maintain records adequate to document compliance with 24 CFR Part 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 the more restrictive of the period required in 24 CFR Part 576 or as provided in Section D.15. of this contract.
- A.15. The Grantee shall comply with 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.
- A.16. The Grantee shall 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.
- A.17. The Grantee shall 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.18. Homeless Management Information System (HMIS). The Grantee and its subgrantees, if applicable, must participate in the local Continuum of Care and ensure that data on all persons served an all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.
- If the Grantee or its subgrantees is a victim service provider or a legal services provider, the Grantee or the subgrantee may opt to not use the established HMIS for the applicable Continuum of Care, but alternatively, must 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 a local HMIS.
- A.19. Training. The Grantee shall attend all training sessions regarding management of the ESG Program as required by THDA.

- A.20. Centralized or Coordinated Assessment System. The Grantee and its subgrantees, if applicable, must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the applicable Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area, in accordance with HUD's standards on participation and coordination.
- A.21. Corrective Action. If HUD orders the State to take corrective or remedial action as outlined in 24 CFR §576.67 that is the result of any action taken by the Grantee, the Grantee will take any action required by THDA 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 actions, include repaying ESG funds to THDA for repayment to HUD.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on 07/01/2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"), through 11:59 PM on 6/30/2025. The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed ONE HUNDRED TWENTY-SIX THOUSAND, SIX HUNDRED THIRTEEN AND 00/100 DOLLARS (\$126,613.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment C is 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 duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology – Reimbursement or Periodic Advance Payment. The Grantee shall be reimbursed or, upon approval, advanced for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section C.1. If eligible for advance payment, THDA shall pay the Grantee an amount in accordance with the below requirements upon approval of this Grant Contract and at such other times as eligible below. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement, or further advance payment, of allowable costs. The total of said advanced and reimbursed payments shall not exceed the Maximum Liability of this Grant Contract.
- a. If eligible, the Grantee may request advances of certain percentages of the Maximum Liability in writing, detailing how it will use the funds on approved Program costs.
  - b. Eligibility Criteria, Approved Amounts, and Limitations. Eligibility and the amount of funds available for advance are based on the following criteria:
    - (1) If the Grantee has administered a THDA-funded program for five (5) consecutive years or more and is in good standing, THDA will allow the Grantee to access up to 20% of the Maximum Liability as an advance;

- (2) All other grantees will have access up to 10% of the Maximum Liability as an advance;
    - (3) The amount of an approved advance must not exceed the amount needed for the actual, immediate cash needs of the Grantee in carrying out its obligations hereunder;
    - (4) THDA may, at any time, adjust the amount of advancement a Grantee is eligible for or even revoke a Grantee's eligibility to receive advance funds, based on the Grantee's subsequent performance hereunder or under another THDA program, at THDA's sole discretion.
  - c. If the Grantee is eligible for an advancement, it may receive its first advancement at the start of the Term, as long as THDA is in receipt of a fully executed version of this Grant Contract.
  - d. Grantees must expend the funds under an advance within thirty (30) days in order to be eligible for any further advances.
  - e. Each advancement must be fully expended before the Grantee is eligible for an additional advance. The Grantee will be required to show detailed documentation tracking each expenditure under an advance payment, demonstrating that each expenditure was appropriate.
- 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, using the forms, and shall provide all necessary supporting documentation, specified under the THDA ESG Requirements, and present such to THDA electronically using the Grants Management System, as directed by THDA. The Grantee understands and agrees to all of the following.
- a. An invoice under this Grant Contract shall only include reimbursement requests or renderings of expenditures under an advance payment for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements and advance payments.
  - b. An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
  - c. Except for the final invoice, an invoice under this Grant Contract 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 Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts 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 forty-five (45) 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 the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the 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 by this Grant Contract 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 Term 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 Central Procurement Office Policy Statement 2013-007 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 related matter. 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 unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and 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 THDA under this Grant Contract until the Tennessee Department of Finance & Administration has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Tennessee Department of Finance & Administration. By doing so, the Grantee acknowledges and agrees that, once this form is received by the Tennessee Department of Finance & Administration, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the Tennessee Department of Finance & Administration the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**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 (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.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed in accordance with Federal ESG Regulations and THDA ESG Requirements as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.



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.

Each Grantee also must adopt a conflict-of-interest policy in accordance with 24 CFR § 576.404 which prohibits any employee, persons with decision making positions or having information about decisions made by an organization, from obtaining a personal or financial interest or benefit from the organization's activity, including through contracts, subcontracts, or agreements.

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:

Don Watt, Chief Programs Officer  
Tennessee Housing Development Agency  
Andrew Jackson Building, Fifth Floor  
502 Deaderick Street  
Nashville, TN 37243  
DWatt@thda.org  
Telephone #: 615.815.2032  
FAX #: 615.649.3153

The Grantee:

Michael Price, Community Development Planner  
City of Kingsport - Community Development  
115 Broad St, Kingsport, TN 37660  
michaelprice@kingsporttn.gov  
Telephone #: (423) 530 5416  
FAX #: N/A

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 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 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 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 Act (HITECH) 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 HIPAA 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 by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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 Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the 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 State of Tennessee through the U.S. Department of Housing and Urban Development ("HUD")." All notices must include the fair housing and Americans with Disabilities Act logos as stated in the THDA ESG Requirements. All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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 in accordance with applicable Tennessee law for a period that is five (5) full years from the date of the final payment or the term specified in 24 CFR 576.500 (y), whichever is longer, and shall be subject to audit at any reasonable time and upon reasonable notice by THDA, HUD, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) 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, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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 THDA, HUD, 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 THDA, HUD, the 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. Annual and Final Reports. The Grantee shall submit all reports in form and substance and within deadlines as specified in the Federal ESG Regulations and the THDA ESG Requirements.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. 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, or contracted services, such procurement 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. §§ 200.317—200.327 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.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

The Grantee shall also comply with all procurement requirements as stated in the Federal ESG Regulations and in the THDA ESG Requirements.

- 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 Grant Contract is not a waiver or relinquishment of any 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.
- 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.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- 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 comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract, except as otherwise allowed under 24 CFR 576..
- D.27. State Interest in Equipment. The Grantee shall take legal title to all equipment purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State'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 cost which equals or exceeds five thousand dollars (\$5,000.00).

The Grantee grants the State a security interest in all equipment 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 herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or 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 the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State 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 the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, 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, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State'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 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;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Acquisition date, cost, and check number;
- d. Fund source, State Grant number, or other applicable fund source identification;
- e. Percentage of state funds applied to the purchase;
- f. Location within the Grantee's operations where the equipment is used;
- g. Condition of the property or disposition date if Grantee no longer has possession;
- h. Depreciation method, if applicable; and
- i. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment on the inventory control report. The Grantee shall inventory equipment 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.

The Grantee shall submit its inventory control report of all equipment 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 the State, in writing, of any equipment loss describing the reasons for the loss. Should the equipment 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 the State's original contribution to the purchase price.

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 the State for any proposed disposition of equipment purchased with Grant funds. All equipment 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.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. 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 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 9-8-408.
- D.30. 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. 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 shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

## **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. Federal Funding Accountability and Transparency Act (FFATA).



This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
  - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.


- E.3. 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.4. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

[SIGNATURES START ON NEXT PAGE]

[GRANTEE SIGNATURE PAGE]


IN WITNESS WHEREOF,

CITY OF KINGSPORT – COMMUNITY DEVELOPMENT:

DocuSigned by:  
  
 9890E2AE88DA483... 7/1/2024 | 2:38 PM EDT

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**RODNEY ROWLETT, III, CITY ATTORNEY** **DATE**

DocuSigned by:  
  
 72D36825DF7443D... 7/1/2024 | 2:41 PM EDT

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**PATRICK SHULL, MAYOR** **DATE**

ATTEST:

DocuSigned by:  
  
 AD9E467A1BDB489... 7/2/2024 | 12:46 PM EDT

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**ANGIE MARSHALL, DEPUTY CITY RECORDER** **DATE**



**[THDA SIGNATURE PAGE]**

**TENNESSEE HOUSING DEVELOPMENT AGENCY:**

DocuSigned by:  
*Rebecca Carter*  
F11BEF854B534CE

7/2/2024 | 11:47 AM CDT

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**REBECCA CARTER, DIRECTOR OF COMMUNITY SERVICES**

**DATE**

**ATTACHMENT A**

**TENNESSEE HOUSING DEVELOPMENT AGENCY**  
**2024 ESG PROGRAM**  
**DESCRIPTION OF GRANTEE ACTIVITIES**

**GRANTEE NAME: CITY OF KINGSPORT - COMMUNITY DEVELOPMENT**

**The activities for the 2024 ESG Project shall consist of the following:**

1. City of Kingsport will provide Street Outreach services to homeless and at-risk for homeless individuals and families in Hancock, Hawkins, Sullivan, Johnson, Washington, Carter, Greene and Unicoi Counties.
2. City of Kingsport will use ESG funds for HMIS related activities for the purpose of data collection.
3. Except as noted in #4 below, an invoice under this Grant Contract 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 Grant Contract.
4. The final invoice under this Grant Contract shall be submitted to THDA by August 14, 2025. An invoice submitted after that date will NOT be paid.

**ATTACHMENT B**

**TENNESSEE HOUSING DEVELOPMENT AGENCY  
2024 ESG PROGRAM  
IMPLEMENTATION PLAN FOR ESG PROJECTS**

**GRANTEE: CITY OF KINGSPORT - COMMUNITY DEVELOPMENT**

**Grantee shall meet the following deadlines:**

- |   |            |
|---|------------|
| 1. Determination of Status for Environmental Review | 07/01/2024 |
| 2. Release of Funds                                 | 07/01/2024 |
| 3. Begin Providing Services to Homeless             | 07/01/2024 |
| 4. Contract Complete                                | 06/30/2025 |
| 5. Final Date to Submit Draw Support                | 08/14/2025 |

**ATTACHMENT C**

**TENNESSEE HOUSING DEVELOPMENT AGENCY  
2024 ESG PROGRAM  
PROJECT BUDGET**

**GRANTEE NAME: CITY OF KINGSPORT - COMMUNITY DEVELOPMENT**

**ACTIVITY BUDGET: \$126,613.00**

<b>STREET OUTREACH</b>	<b>\$115,424.00</b>
<b>EMERGENCY SHELTER</b>	
<b>HOMELESSNESS PREVENTION</b>	
<b>RAPID REHOUSING</b>	
<b>DATA COLLECTION (HMIS)</b>	<b>\$2,356.00</b>
<b>ADMINISTRATION (not included in total project budget)</b>	<b>\$8,833.00</b>

**MATCHING FUNDS: \$117,780.00**

<b>OTHER NON-ESG FUNDS</b>	
<b>FEDERAL FUNDS</b>	<b>\$25,000.00</b>
<b>STATE GOVERNMENT FUNDS</b>	
<b>LOCAL GOVERNMENT FUNDS</b>	<b>\$92,780.00</b>
<b>PRIVATE FUNDS</b>	
<b>PROGRAM INCOME</b>	
<b>OTHER</b>	

**TOTAL PROJECT BUDGET: \$235,560.00**

**ATTACHMENT D****Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	City of Kingsport - Community Development
Subrecipient's Unique Entity Identifier (SAM)	YE45C4JZC5U1
Federal Award Identification Number (FAIN)	E-24-DC-47-0001
Federal award date	07/01/2024
Subaward Period of Performance Start and End Date	07/01/2024 – 06/30/2025
Subaward Budget Period Start and End Date	07/01/2024 – 06/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	14.231 Emergency Solutions Grant Program
Grant contract's begin date	07/01/2024
Grant contract's end date	06/30/2025
Amount of federal funds obligated by this grant contract	\$117,780.00
Total amount of federal funds obligated to the subrecipient	\$117,780.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$3,244,618
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	ESG aims to reduce the length of time individuals experience homelessness, move individuals to permanent housing, and limit returns to homelessness.
Name of federal awarding agency	U.S. Department of Housing and Urban Development
Name and contact information for the federal awarding official	Erik D. Hoglund, Director of Community Planning and Development 710 Locust St. SW Knoxville, TN 37902 Phone: (865)474-8221
Name of pass-through entity	Tennessee Housing Development Agency
Name and contact information for the pass-through entity awarding official	Don Watt, Chief Program Officer Tennessee Housing Development Agency Andrew Jackson Building, Fifth Floor Nashville, TN 37243 DWatt@thda.org Telephone # 615-815-2032
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A



