DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

First Amendment to Grant Contract between the Metropolitan Government of Nashville and Davidson County and Tennessee Immigrant & Refugee Rights Coalition, Contract #L-5290

FIRST AMENDMENT TO GRANT CONTRACT
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
TENNESSEE IMMIGRANT & REFUGEE RIGHTS COALITION

This First Grant Contract Amendment is entered into pursuant to Resolutions RS2024-200 and RS2024-271, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Tennessee Immigrant & Refugee Rights Coalition ("Recipient").

It is mutually agreed by and between Metro and Recipient, that Grant Contract #L-5290 is hereby amended as follows:

I. Section A.1. of the Grant Contract is deleted in its entirety and replaced with the following:

A.1.i. For the period of June 8, 2022 to June 30, 2024, the Recipient will use the funds appropriated by Resolution RS2022-1560 to administer the program for immigrant legal services described in Exhibit A of Resolution RS2022-1560 and Exhibit A-1 of Resolution RS2024-200. The Scope of Work described in Exhibit A of Resolution RS2022-1560 remains in effect to the extent that it does not conflict with Exhibit A-1 of Resolution RS2024-200.

A.1.ii. For the period of July 1, 2024 to June 30, 2026, the Recipient will use the funds appropriated by Resolution RS2024-271 to administer the program described in Exhibit A of Resolution RS2024-271.

II. Section B.1. of the Grant Contract is deleted in its entirety and replaced with the following:

B.1. **Grant Contract Term.** The term of this Grant will commence on June 8, 2022 and end on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

III. Section C.1 of the Grant Contract is deleted in its entirety and replaced with the following:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed **$2,618,069.00** The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient. Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

IV. Attachment 1 (Grant Spending Plan) to the Grant Contract is deleted in its entirety and replaced with the revised Attachment 1 that is attached hereto and incorporated herein.

V. **Effective Date.** This Grant Contract Amendment shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. The revisions set forth herein shall become effective once the Grant Contract Amendment has been so signed and filed. All other terms and conditions of the Grant Contract not expressly amended herein shall remain in full force and effect.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

First Amendment to Grant Contract between the Metropolitan Government of Nashville and Davidson County and Tennessee Immigrant & Refugee Rights Coalition, Contract #L-5290

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw
Director of Finance

APPROVED AS TO FORM AND LEGALITY

Micki Elke
Metropolitan Attorney

BC

FILED IN THE OFFICE OF THE CLERK:

Austin Kyle
Metropolitan Clerk 4/18/2024 | 9:32 AM CDT

RECIPIENT: TENNESSEE IMMIGRANT & REFUGEE RIGHTS COALITION

By: _____

Title: Executive Director

Date: 04/17/2024

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
GRANT SPENDING PLAN REVISION

RECIPIENT NAME:	Tennessee Immigrant and Refugee Rights Coalition (TIRRC)
REVISION DATE:	3/25/2024

THE FOLLOWING IS APPLICABLE TO EXPENSES INCURRED DURING THE CURRENT CONTRACT GRANT PERIOD.

	EXPENSE OBJECT LINE-ITEM CATEGORY	ORIGINAL METRO GRANT FUNDS	REVISED METRO GRANT FUNDS	ORIGINAL RECIPIENT MATCH (participation)	REVISED RECIPIENT MATCH	ORIGINAL TOTAL PROJECT	REVISED TOTAL PROJECT
	Salaries and Wages	$553,173.00	$1,119,808.00	$0.00	$0.00	$553,173.00	$1,119,808.00
	Benefits and Taxes [enter %]	$154,889.00	$272,601.00	$0.00	$0.00	$154,889.00	$272,601.00
	Professional Fees	$130,000.00	$167,538.00	$0.00	$0.00	$130,000.00	$167,538.00
	Supplies	$6,500.00	$9,600.00	$0.00	$0.00	$6,500.00	$9,600.00
	Communications	$1,860.00	$1,860.00	$0.00	$0.00	$1,860.00	$1,860.00
	Postage and Shipping	$2,618.00	$2,618.00	$0.00	$0.00	$2,618.00	$2,618.00
	Occupancy	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Equipment Rental and Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Printing and Publications	$3,038.00	$3,038.00	$0.00	$0.00	$3,038.00	$3,038.00
	Travel/ Conferences and Meetings	$4,000.00	$4,000.00	$0.00	$0.00	$4,000.00	$4,000.00
	Insurance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Specific Assistance to Individuals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Other Non-Personnel	$167,547.00	$240,046.00	$0.00	$0.00	$167,547.00	$240,046.00
	Subgrantee	$796,960.00	$796,960.00			$796,960.00	$796,960.00
	GRAND TOTAL	$1,820,585.00	$2,618,069.00	$0.00	$0.00	$1,820,585.00	$2,618,069.00

rev. 11/13

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

Resolution No. RS2024-271

A resolution appropriating $1,630,679.00 in American Rescue Plan Act funds from Fund #30216 to extend the provision of critical immigrant legal services in Davidson County.

WHEREAS, on June 15, 2021, the Metropolitan Council passed Resolution RS2021-966, a resolution which accepted grant funds for local government support from the Coronavirus State and Local Fiscal Recovery Funds established by the American Rescue Plan Act of 2021 (“ARP Funds”) from the U.S. Department of the Treasury to The Metropolitan Government of Nashville and Davidson Count, which was subsequently signed into law by Mayor John Cooper on June 16, 2021; and,

WHEREAS, Resolution RS2021-966 established a COVID-19 Financial Oversight Committee ("the Committee") whose role is to collect, consider, and recommend appropriate uses of the ARP Funds as designated by the Metropolitan Council disbursement plan. The Committee will submit its reports and recommendations to the Mayor, the Director of Finance, and the Metropolitan Council not later than June 30, 2025; and,

WHEREAS, on June 7, 2022, Metro Council passed RS2022-1560, which appropriated $1,820,585.00 in ARP Funds to Tennessee Immigrant & Refugee Rights Coalition (“TIRRC”), working in connection with Tennessee Justice for Our Neighbors (“TNJFON”), for a two-year pilot program for immigration legal services; and,

WHEREAS, RS2022-1831 appropriated an additional $272,042.00 in ARP Funds to completely fund the pilot program; and,

WHEREAS, due to the success of the program and the continued need for such services in our community, the Committee now seeks to extend the program through June 2026 and appropriate an additional $797,484.00 in ARP Funds to TIRRC and an additional $833,195.00 in ARP Funds to TNJFON; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this resolution be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Council accepts this resolution as a recommendation of the COVID-19 Financial Oversight Committee.

Section 2. That $797,484.00 from the Covid-19 American Rescue Plan Fund #30216 is hereby appropriated to Tennessee Immigrant & Refugee Rights Coalition to be used to administer the program described in Exhibit A.

Section 3. That $833,195.00 from the Covid-19 American Rescue Plan Fund #30216 is hereby appropriated to Tennessee Justice for Our Neighbors to be used to administer the program described in Exhibit A.

Section 4. This resolution shall take effect from and after its final passage, the welfare of the public requiring it.

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw

Kevin Crumbo
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd

Assistant Metropolitan Attorney

INTRODUCED BY:

CM SANDRA SEPULVEDA

CM JENNIFER GAMBLE

CM COURTNEY JOHNSTON

Member(s) of Council

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41





Immigration Legal Services Pilot Program Extension Request

In 2022, Metro Nashville piloted a historic investment in local immigration legal services using American Rescue Plan Act (ARPA) funding. The two leading local providers of immigration legal services and resources, Tennessee Justice for Our Neighbors (TNJFON) and the Tennessee Immigrant and Refugee Rights Coalition (TIRRC), have used Metro's ARPA support to expand their legal programs and enable hundreds of Metro residents to adjust or maintain lawful immigration status or U.S. citizenship. Between June 2022 and December 2023, TIRRC and TNJFON provided free immigration legal services to more than 700 Davidson County residents, enabling them to understand their rights and obligations under federal law and in many cases to secure or extend immigration status and work authorization.

Scope of work for extension period July 1, 2024-June 30, 2026

Legal Information and Education

TIRRC will provide high-quality legal information, resources, and referrals to 2000 individuals through our resource line and resource desk over the grant period

Immigrant community resource line and resource desk

TIRRC will reach at least 500 community members through at least 30 community legal education sessions over the grant period

Legal Representation

TIRRC will provide ongoing legal representation to at least 200 clients in naturalization, DACA, and other cases during the grant period.

With this funding, TNJFON will provide limited legal representation (advice and counsel) to at least 300 individuals and extended representation to at least 100 individuals in cases including affirmative asylum, U visas, T visas, VAWA, Special immigrant Juvenile, Lawful Permanent Residence, inadmissibility waivers, and defensive asylum.

Submitted by:

TENNESSEE Immigrant & Refugee Rights COALITION

TNJFON
Tennessee Justice For Our Neighbors

February 2024

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

IMMIGRATION LEGAL SERVICES PILOT PROGRAM
EXTENSION REQUEST

Tennessee Immigrant and Refugee Rights Coalition (TIRRC) and Tennessee Justice for our Neighbors (TNJFON)
February 2024

1. Context and Project Summary

A diverse and vibrant community of immigrants and refugees calls Davidson County home. Nearly 13% of Nashville residents are foreign born[1] and more than 100 languages are spoken in Metro Public Schools,[2] and tens of thousands of U.S. born Nashvillians have parents, spouses, or other close relatives who are foreign-born. While immigrant communities have grown rapidly over the past two decades, so too has the need for services tailored to this population's unique needs. In particular, the need for accessible, high-quality immigration legal services, education, and information greatly outstrips available local nonprofit legal resources. Given the complexities and high stakes of federal immigration laws, high-quality legal services and support are critical to enabling local immigrants to become full participants in Nashville's economic and community life.

In 2022, Metro Nashville piloted a historic investment in local immigration legal services using American Rescue Plan Act (ARPA) funding. The two leading local providers of immigration legal services and resources, Tennessee Justice for Our Neighbors (TNJFON) and the Tennessee Immigrant and Refugee Rights Coalition (TIRRC), have used Metro's ARPA support to expand their legal programs and enable hundreds of Metro residents to adjust or maintain lawful immigration status or U.S. citizenship. Between June 2022 and December 2023, TIRRC and TNJFON provided free immigration legal services to more than 700 Davidson County residents, enabling them to understand their rights and obligations under federal law and in many cases to secure or extend immigration status and work authorization.

With support from the American Rescue Plan (ARP) over the last 18 months, TIRRC and TNJFON have been able to scale up their services and infrastructure to respond to the growing legal needs of immigrant residents of Davidson County. Unfortunately, the community's need continues to outstrip existing immigration legal resources and services. With ongoing support from Metro, TIRRC and TNJFON will work to ensure that local immigrant community members have access to legal and community resources and referrals; to provide legal representation when possible; to equip those community members forced to navigate the legal system without legal representation to do so as effectively as possible; and to enable eligible community members to

[1] US Census Bureau 2020 ACS 5-year estimate data profile
[2] MNPS Office of English Language Learners

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

obtain work permits, protection from deportation, become U.S. citizens, and live safely and freely with their loved ones while making valuable contributions to the Nashville community. The range of immigration legal information and representation needed by Davidson County residents is vast but together, TIRRC and TNJFON efficiently use their resources to coordinate efforts so that each step of the path is compassionately and competently addressed.

2. Background

Tennessee Immigrant and Refugee Rights Coalition (TIRRC)

The Tennessee Immigrant & Refugee Rights Coalition (TIRRC) is a statewide, immigrant and refugee-led collaboration. Our mission is to build power, amplify our voices, and organize communities to advocate for our rights. Since our founding in 2003, we have worked to develop immigrant leadership, build the capacity of our immigrant-led member organizations, help immigrant community members understand and engage in the civic process, educate the public about policies that better promote the well-being of new immigrants, and facilitate their full participation in U.S. society. Now in our 21st year, TIRRC has grown from a grassroots network of community leaders into one of the most diverse and effective coalitions of its kind, a model for organizations in the Southeast and throughout the United States. TIRRC was awarded "Nashvillians of the Year" by the Nashville Scene in 2019, and our work has been featured in the New Yorker and Rolling Stone Magazine.

In the first phase of TIRRC's work funded by ARPA funds from Metro Nashville from June 2022 through December of 2023, our legal team made strides in assisting immigrant and refugee community members with immigration legal matters, expanding the capacity of our team and that of Nashville's legal services ecosystem, and ensuring that the wider immigrant community was aware of the services available to them and of their rights under the law. Through this funding, TIRRC hired three new full-time staff members and supported the work of four more. Between June 2022 and December 2023, TIRRC provided legal consultations/brief advice and counsel to 404 Davidson County clients. TIRRC also provided extended representation in applications for immigration relief or naturalization to 139 Davidson County clients. The TIRRC team also established and built out a phone line specifically for legal matters for immigrant and refugee community members to call for intake, screenings, and referrals. From June 2022 through December 2023, we received over 800 calls from Davidson County residents. Additionally, twenty professionals in Nashville's legal sector took their first steps toward DOJ accreditation by attending a Comprehensive Overview of Immigration Law (COIL) training, a 40-hour course, hosted by TIRRC and our Senior Legal Advisor Diego Bonesatti. We also shared valuable Know Your Rights information at 27 outreach events. Through our relationships with local Spanish-language media outlets and multimedia distribution of informational materials in eight languages, information on legal services and resources in Nashville reached a combined

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

following of 551,000. Our partnerships with eight community organizations has led to 14 in-person and virtual presentations and events that brought details on our work straight to the immigrants and refugees who are most in need of legal assistance while building trust and rapport with diverse community groups.

Tennessee Justice for Our Neighbors (TNJFON)

Since 2008, TNJFON has provided immigration legal representation (legal representation provided by a licensed attorney pursuant to a written representation agreement signed by the client) to thousands of immigrant residents of middle Tennessee.

TNJFON attorneys and DOJ-accredited representative provide one-on-one limited legal representation (advice and counsel) to clients regarding eligibility for immigration relief and extended representation to clients eligible for affirmative relief such as U visas, T visas, protection under the Violence Against Women Act, asylum, Special Immigrant Juvenile status, adjustment of status (lawful permanent residence), DACA (Deferred Action for Childhood Arrivals) renewals, and advance parole (travel documents) before US Citizenship and Immigration Services. In September 2023, we added a Memphis-based Senior Staff Attorney who represents Davidson County residents in removal proceedings before the Memphis Immigration Court. Extended representation represents a significant commitment of legal staff time over a period of months to years, depending on the case type.

TNJFON CLIENTS SERVED FROM JUNE 2022-DECEMBER 2023

Metro funding provides Davidson County residents with access to free, high-quality legal representation by TNJFON lawyers and our DOJ-accredited representative. From June 2022 through December 2023, Metro funding allowed our legal staff to open 360 cases for Davidson County residents (advice and counsel for 244; extended representation for 116).

The 331 Davidson County residents represented include:

- 92 children and 239 adults
- 171 who identify as female and 160 who identify as male
- 249 identify as Hispanic, 68 as Asian, and 12 as Non-Hispanic Black or African.
- They come from 21 countries (Afghanistan, Bahamas, Cuba, The Democratic Republic of the Congo, Dominican Republic, Ecuador, El Salvador, Guatemala, Haiti, Honduras, Jamaica, Japan, Mexico, Nicaragua, Nigeria, Russia, South Africa, Spain, Trinidad and Tobago, Ukraine, and Venezuela).

Metro funding allowed TNJFON to represent a family of ten who fled Afghanistan when the Taliban seized control in 2021. The head of the family had worked extensively with US troops in

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

Afghanistan, serving for almost fifteen years. Because of that work, the Taliban was certain to target the entire family. A TNJFON staff attorney represented the family in their request for asylum. Preparing the applications was challenging due to the father's extensive military background and because the family's native language was not one of the two main Afghan languages–Dari and Pashto. The TNJFON staff attorney dedicated hours to preparing the applications, sworn declarations, and extensive country conditions evidence, documenting why the family would be subject to persecution by the Taliban if they were forced to return to Afghanistan. The TNJFON staff attorney represented the family at interviews before the US Citizenship and Immigration Services (USCIS) Asylum Office. The father's military history raised some questions, and USCIS scheduled him for an unusual follow-up interview. The TNJFON staff attorney anticipated the questions that would be asked and prepared the client. USCIS approved the asylum applications, and TNJFON now represents all ten on applications for lawful permanent residence ("green card") and on a request to help other family members flee Afghanistan.

3. Proposed Extension Activities

Tennessee Immigrant and Refugee Rights Coalition (TIRRC)

A. Promote Naturalization and DACA representation:

We will continue to provide critically-needed legal representation for immigrants in immigration cases in which TIRRC has developed particular experience and expertise.

TIRRC has a long track record of conducting outreach, screening, and assisting eligible immigrants with the naturalization process. According to USCIS,[3] more than 80,000 residents of Tennessee are eligible to become U.S. citizens. With the state's largest share of foreign-born individuals, many of those tens of thousands of Tennesseans eligible to naturalize are Davidson County residents. With this funding, TIRRC will continue to assist this population through outreach, education, and legal assistance in the naturalization application process. Becoming a United States citizen opens a world of opportunities; namely, the ability to fully participate in the civic life of one's community by voting. On average, new U.S. citizens will increase their income by 8 to 11 percent and are less likely to be unemployed, which decreases the likelihood they will rely on public services. In fact, new citizens actually increase local and federal tax revenues through homeownership and enhanced spending power. Through naturalization, new Americans can access many options not previously available to them, such as public-sector jobs, a U.S. passport, the ability to visit their home countries, and freedom from the ever-present fear of deportation.

[3] Eligible to Naturalize Dashboard | USCIS

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

Additionally, over 2000 Davidson County residents are recipients of DACA, the federal program created in 2012 to provide protection from removal and work authorization to long-term residents brought to the U.S. as children. While that program is currently the subject of litigation that is expected to reach the U.S. Supreme Court later this year, it is vitally important that its beneficiaries maintain their status, explore other immigration options, and stay abreast of DACA-related legal updates. We will continue to provide legal assistance to DACA recipients to enable them to maintain their DACA status and, where possible, to secure other forms of durable immigration protections. Maintaining this status is a vital component to individuals' ability to work, build a career, and provide for their families.

We will also stay abreast of immigration law changes and adapt our extended representation services to the most pressing and urgent needs that we are well-equipped to address.

We anticipate providing ongoing legal representation to at least 200 clients in naturalization, DACA, and other cases during the grant period.

B. Enhance and expand immigrant community resource line and resource desk: As a trusted and accessible institution for immigrants in Tennessee, TIRRC is often the first place immigrants and refugees turn to when they experience problems or need reliable information. Every year, TIRRC receives thousands of requests for assistance and information from immigrants and refugees; most of these requests implicate legal issues and problems. With this continued ARPA funding, TIRRC will invest in our resource line and resource desk to enhance and expand our capacity to provide high-quality legal information, self-help resources, and referrals on immigration matters and on other legal issues that impact the daily lives of immigrant community members.

Across the country, immigration legal services organizations have responded to the overwhelming unmet need for representation in immigration court proceedings by developing self-help centers and resource desks. These programs provide immigrants with high-quality, reliable information about the immigration court process and how to protect their rights as they navigate it on their own. Through the hundreds of immigration legal consultations TIRRC legal service providers have conducted since June 2022, we have learned that there is an enormous need in Davidson County for this sort of widely-available legal information and self-help assistance with the removal process. Because capacity for direct representation is so limited with respect to the need for legal assistance, this type of resource that equips community members to navigate legal processes on their own is particularly valuable. With continued support from Metro, we will devote additional staff resources to our community resource line to ensure that all callers who are in removal proceedings have access to specific, tailored, high-quality information about their rights and obligations in immigration court. We will also provide this information and assistance in-person to community members who come to our building. While the resource line

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

will be staffed by community navigators, an experienced immigration practitioner will supervise the development of the resource line materials, protocols, and engagement with individuals seeking assistance.

In addition to information about immigration matters and the immigration court process, immigrant community members also turn to TIRRC for information, referrals, and assistance on other matters affecting their daily lives - for example, problems with work, access to health care, or child custody. With Metro support for additional staffing for our resource line, our legal staff will develop information, self-help resources, and referrals tailored for immigrant community members on these other areas of need as well.

We anticipate providing high-quality legal information, resources, and referrals to 2000 individuals through our resource line and resource desk over the grant period.

C. Community legal education and information:

In addition to expanding and deepening our community resource line, we intend to address the acute unmet need for legal information and support among immigrants in Nashville with community legal education and Know Your Rights (KYR) sessions. As with the legal information provided to callers to TIRRC's resource line, the content of the KYR sessions will be developed by legal staff with subject area expertise and delivered in a way that is accessible to community members.

We have learned over the past several years that in order to be most beneficial to community members, each KYR session should be as detailed, specific, and customized as possible to the audience. We've also learned that we can reach different sectors of the immigrant community by hosting these sessions in diverse settings and spaces - for example, sessions hosted in local schools; in our building; and virtually have all helped us reach distinct audiences and populations. We intend to apply these learnings and leverage the enhanced legal staff capacity that continued Metro support will provide to deliver high-quality, tailored legal education on a range of immigration and related topics to immigrant community members throughout Metro. We anticipate focusing in particular on the following topics and audiences:

- Recently-arrived migrants navigating the asylum and court process;
- DACA recipients, whose status may be in jeopardy in coming years due to litigation that is expected to reach the U.S. Supreme Court;
- Immigrant victims of workplace exploitation and abuse who may be eligible for immigration protections and work authorization.

We also anticipate collaborating with other partners to deliver high-quality, tailored community legal education sessions on a range of topics affecting immigrant community members' lives,

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

such as access to health care and nutrition programs, access to workers' compensation benefits, and information regarding family law and child custody rules.

We estimate that we will reach at least 500 community members through at least 30 community legal education sessions over the grant period.

Tennessee Justice for Our Neighbors

TNJFON requests $839,203 to continue the work of this successful pilot program for an additional two years. The extended representation cases opened in years one and two of the grant require ongoing representation. With this funding, TNJFON will provide limited legal representation (advice and counsel) to at least 300 individuals and extended representation to at least 100 individuals in cases including affirmative asylum, U visas, T visas, VAWA, Special immigrant Juvenile, Lawful Permanent Residence, inadmissibility waivers, and defensive asylum.

A. Legal Representation

At an advice and counsel consultation, a TNJFON attorney or DOJ-accredited representative meets with the client to gather information, answer the client's questions, and provide the client with an expert legal opinion on her immigration situation. The attorney or DOJ-accredited representative explains the US immigration system and any options the client has for changing immigration status. For each possibility, we explain the eligibility requirements, the process, the filing fees, the timelines, and the risks and benefits. Sometimes, US immigration law does not provide the client with any options. If additional information from the client or research by TNJFON is required, we schedule a follow-up appointment.

On average, a TNJFON attorney or DOJ-accredited representative will spend 6 hours on an advice and counsel consultation. TNJFON does not charge any client for an advice and counsel consultation. We are committed to ensuring that vulnerable immigrants have access to a free and reliable assessment of their immigration situation.

While reliable advice and counsel consultation is a critical first step in an immigrant's path toward lawful immigration status, it is not sufficient on its own. Davidson County residents not only need an evaluation, they also need representation. Just like a medical diagnosis without access to treatment is heart-breaking, a legal evaluation without access to representation gives rise to despair.

There are a limited number of private immigration attorneys in the Nashville area. According to CLIO, a case management software platform, the average hourly rate for an immigration

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

attorney in private practice in Tennessee is $452. Many immigrants are not able to pay private rates and/or are not informed of how the immigration system works. As a result, they may unknowingly turn to notaries, tax and document preparers, and others engaged in the unlawful practice of law, who may provide incorrect or even harmful advice.

US immigration law is complex, and policies change frequently. The immigration process is lengthy and complicated. There are many opportunities for missteps and errors that result in denial. In certain cases, those missteps can result in permanent denial of any access to immigration status. Unlike a defendant in a criminal proceeding, an immigrant does not have the right to government-appointed counsel. Immigrants with competent legal representation are far more likely to succeed than those without.

TNJFON attorneys and our DOJ accredited representative provide legal representation for the life of the immigration case. Depending on the type of case, this is currently a commitment of anywhere from six months to eight years.

Although we cannot guarantee a certain outcome or success in every case, we provide expert, professional legal services to our immigrant clients. For those clients who are successful, they have the right to live and work safely in the United States. For our clients and their families, this means opportunity, stability and, most importantly, peace of mind.

As proposed in 2022, TNJFON is meeting its commitment to increase capacity and provide 320 advice and counsel consultations and representation in 110 extended representation to Davidson County residents. This work allows our clients, who would otherwise not have been able to afford these services, to find safety and economic stability. A change in immigration status for Davidson County residents leads to expanded opportunities to participate in civic life; pursue further education; build a career; increase earnings and spending power; contribute to local, state, and federal taxes; create businesses; and buy homes. TNJFON seeks funding for two more years to continue this critical program.

4. Budget Narrative

Tennessee Immigrant and Refugee Rights Coalition

TIRRC's proposed budget for the next two-year grant period includes $566,635 in salaries, wages, and benefits and taxes for portions of time for seven key full-time personnel undertaking this work, along with three part-time staff members who will together manage our resource line and resource desk. This personnel team includes a Legal Director, two Staff Attorneys, and a DOJ-Accredited Resource Desk and Legal Services Manager. A Community Legal Education Coordinator and Grants and Data Coordinator will round out the team. Together, the team will

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

ensure that our resource line and resource desk provide high quality legal information and referrals; develop and implement self-help workshops and limited scope clinics; plan and execute community legal education events; and manage representation cases. TIRRC's budget also accounts for $117,712 in benefits and taxes for the implicated staff at a rate of 22%. Additionally, the budget includes $21,500 per year in professional fees to account for consultant and contractor assistance with grant-related work as needed. A supply line item of $1,550 per year will cover the costs of online platforms that the TIRRC team will use to manage our phone and intake systems. TIRRC elects to use a 10% de minimis rate for indirect costs, totaling $73,045 for the two year period. TIRRC's total funding request is $803,492.

Budget Category	Year 1 (July 2024 - June 2025)	Year 2 (July 2025 - June 2026)	**Total**
Salaries and Wages	$265,774	$300,862	$566,635
Benefits and Taxes:	$57,540	$60,172	$117,712
Professional Fees	$21,500	$21,500	$43,000
Supplies	$1,550	$1,550	$3,100
Other Non-Personnel	$34,636	$38,408	$73,045
TOTAL:	$381,000	$422,492	$803,492

Tennessee Justice for our Neighbors

TNJFON's proposed budget for the next two-year grant period includes $687,308 to partially fund the salaries, wages, benefits and taxes for eight key personnel performing this work. The TNJFON personnel team includes two staff attorneys, one DOJ-accredited representative, two paralegals, one administrative assistant, legal director and executive director. TNJFON's proposed budget also includes 11% in benefits and taxes totalling $75,604. A 10% indirect cost rate is also included in the budget. TNJFON's total funding request is $839,203.

Budget Category	Year 1 (July 2024 - June 2025)	Year 2 (July 2025 - June 2026)	**Total**
Salaries and Wages	$335,272	$352,036	$687,308
Benefits and Taxes:	$36,880	$38,724	$75,604
Professional Fees	$0	$0	$0
Supplies	$0	$0	$0
Other Non-Personnel (Indirect)	$37,215	$39,076	$76,291
TOTAL:	$409,367	$429,836	$839,203

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2024-271

A resolution appropriating $1,630,679 in American Rescue Plan Act Funds from #30216 to extend the provision of critical Immigrant legal services in Davidson County.

2024 FEB 27 PM12:08
FILED METROPOLITAN CLERK

Introduced MAR 07 2024

Amended

Adopted MAR 07 2024

Approved MAR 08 2024

By Ronald O'Connell
Metropolitan Mayor

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

Resolution No. RS2024 - 200

A resolution amending Resolution RS2022-1560 to include Tennessee Immigrant & Refugee Rights Coalition's revised scope of services.

WHEREAS, RS2022-1560 approved the appropriation of $1,820,585.00 from the Covid-19 American Rescue Plan Fund #30216 to the Tennessee Immigrant & Refugee Rights Coalition ("TIRRC"), a statewide, immigrant and refugee-led collaboration, for a two-year pilot program to provide essential services to keep families united and increase access to opportunities; scale TIRRC's staff and program capacity; promote community education and legal services; and invest in the Tennessee Justice for Our Neighbors ("the TNJFON") staff and program capacity; and,

WHEREAS, TIRRC's staff has determined that the scope of services originally envisioned need to be scaled back, in order to provide intensive legal services to fewer clients eligible for naturalization throughout the life of a case, as further described in the attached Exhibit A-1, Expanding Critical Immigration Legal Services in Davidson County; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this resolution be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Council accepts this resolution as a recommendation of the COVID-19 Financial Oversight Committee.

Section 2. That Resolution RS2022-1560 is hereby amended by adding Exhibit A-1, Expanding Critical Immigration Legal Services in Davidson County. Exhibit A to Resolution RS2022-1560 shall remain in effect to the extent that it does not conflict with Exhibit A-1.

Section 3. This resolution shall take effect from and after its final passage, the welfare of the public requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw
Kevin Crumbo
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd
Assistant Metropolitan Attorney

INTRODUCED BY:

CM SANDRA SEPULVEDA

CM JENNIFER GAMBLE

CM COURTNEY JOHNSTON
Member(s) of Council

Delishia D. Porterfield

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

TENNESSEE Immigrant & Refugee Rights COALITION

EXHIBIT A-1

Expanding Critical Immigration Legal Services in Davidson County
Metro Grant Award RS 2022-1560 and RS 2022-1831
Proposed Modifications
11/22/23

As explained in the original proposal for ARP support, Nashville has historically been an immigration legal services desert. The need for high-quality, low-cost immigration legal services has long outstripped local nonprofit capacity to meet it. TIRRC put together an ambitious proposal designed to respond to the pressing legal needs in immigrant communities we have long seen in our grassroots outreach work. The proposal represented something of an experiment, because it was the first time TIRRC sought to translate its community-based relationships, presence and visibility into the delivery of legal resources and services at scale. It contemplated using innovative community-based methods - such as the development of a large volunteer base, a reliance on non-attorney navigators, and the dissemination of legal information through Know Your Rights sessions and clinics - to deliver legal resources and advice to a large number of individuals.

We have learned over the past fifteen months that the need for immigration legal services in Nashville is not just widespread, but also deeper than we anticipated. The arbitrariness and complexities of the immigration legal system limit community members' ability to navigate it successfully without intensive, individualized, ongoing assistance from experienced immigration practitioners. We also learned that experienced immigration practitioners are scarce; it is very difficult to recruit and retain them, especially at nonprofit salaries.

In light of what we've learned over the past year and a half, the challenges we have faced in staffing our program, and the recommendations our new legal director has shared, we seek to modify proposal deliverables in three key ways:

- The number of clients served through consultations and screenings
- Our approach to training and engaging volunteers
- Our approach to and the scale of Know Your Rights sessions

Number of clients served via consultations and screenings:

We originally estimated that the enhanced capacity generated by this grant would allow us to conduct 1200 consultations and screenings, with legal filings as needed "depending on case details and staffing." As it turns out, most of the clients to whom we have provided

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

consultations require ongoing legal representation to resolve their immigration status or to become naturalized citizens. We have endeavored to provide ongoing legal representation to legal consultation clients so that we can help ensure that they are able to acquire or maintain immigration status, or become citizens. Our provision of ongoing case representation to a substantial number of clients has limited the number of legal consultations and screenings we can provide.

As such, we propose modifying the deliverable relating to consultation/screenings and follow-up services as follows:

- We estimate that we will serve at least 600 clients with consultations/screenings over the grant period. We will provide ongoing case representation (such as representation in naturalization, DACA, and adjustment of status applications) and/or assistance with administrative immigration filings (such as changes of address, applications to replace green cards, and inquiries about immigration records) to at least 200 of these clients.

The modification of this deliverable makes sense given the vast differences in staff time required to carry out a consultation versus representing a client through the life of a case. Whereas a legal consultation can be accomplished in 1-2 hours of legal staff time, ongoing case representation for a single client can take anywhere from 5-30 hours. We believe our shift to providing ongoing representation has been worthwhile because it enables most of those individuals who receive it to become citizens or acquire an immigration status adjustment.

Volunteer training and capacity:

In the original proposal, we put forward a plan to develop volunteer capacity to assist with immigration legal services. The plan included stewarding 6-10 volunteers to qualify for, apply for and receive DOJ accreditation after at least 1 year of volunteer support; training 10-20 volunteers monthly in year 2, and hosting a 40-hour COIL training in years 1 and 2.

We propose revising these plans as follows:

- We intend to support 2-3 qualified volunteers on their path towards DOJ accreditation; we will continue to train volunteers who participate in our clinics, but will not seek to train a monthly cohort outside of our clinics; and we will forgo the COIL training in year 2.

While scaling back the community volunteer plans, we intend to instead invest staff resources in conducting trainings/CLEs for local attorneys on immigration law issues and on issues relating to the intersection of immigration and other areas of law (eg, family, employment, housing). We anticipate conducting 3 such trainings/CLEs for attorneys before June 2024.

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

We learned from our COIL training last year that immigration law is so complex it is difficult for volunteers to master it at the level required to acquire DOJ accreditation. Moreover, we've seen that a number of local attorneys who are not familiar with immigration law have an interest in learning it and that there is particular interest in the intersections of immigration and other areas of law as they affect low-income clients. Building capacity and familiarity with immigration law within the local bar will help expand a pool of pro bono attorneys willing to take pro bono cases for immigrants who need assistance.

Modifying our approach to Know Your Rights (KYR) sessions:

In our original proposal, we estimated that we would host 30 sessions per year, or 60 sessions total. While we have reached a number of community members with information about our legal services through events and media outreach, our reduced staffing capacity has meant that we have not been able to host as many KYR sessions as we anticipated. Additionally, we have learned that in order to be most beneficial to community members, each KYR session should be as detailed, specific, and customized as possible to the audience. For example, the legal information recently-arrived asylum seekers who are in immigration court proceedings need is very different from the legal information long-standing residents who hold DACA status need.

We would like to reduce the number of KYR sessions we will carry out in order to ensure we have staff capacity to develop tailored, high-quality programs for different sectors of the immigrant community. We estimate that we will host 30 total sessions over the grant period.

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2024-200

2024 JAN 30 PM 12:19
FILED METROPOLITAN CLERK

A resolution amending Resolution RS2022-1560 to include Tennessee Immigrant & Refugee Rights Coalition's revised scope of services.

Introduced FEB 06 2024

Amended _____

Adopted FEB 06 2024

Approved FEB 08 2024

By _____
Metropolitan Mayor

ARCHIVE

DocuSign Envelope ID: B8F08D29-3E74-4B0F-89FB-3167F16C6E41

TENNESSEE
Immigrant
& Refugee
Rights
COALITION

Founded in 2003, TIRRC is a statewide, immigrant and refugee-led collaboration. Our mission is to build power, amplify our voices, and organize communities to advocate for our rights.

Board of Directors

David Esquivel, President
Bass, Berry, and Sims
Nashville, TN

Cherisna Jean-Marie, Vice President
The Co-Conspirator Institute
Nashville, TN

Katherine Ledezma-Soto, Secretary
JUMP (Jóvenes Unidos por un Mejor Presente)
Shelby County Public Schools
Memphis, TN

Safari Munyarugendo, Treasurer
Karibu Education Forum
HCA Healthcare
Nashville, TN

Claudio Mosse
Vanderbilt University Medical Center
Nashville, TN

Abey Lissane
Ethiopian Community Association in Nashville (ECAN)
Nashville, TN

Tony Kauffman
Concord Label Group
Nashville, TN

Garrett Causey
HCA Healthcare
Antioch, TN

Berenice Oliva
Metro Nashville Public Schools
Nashville, TN

Priscilla Mountinho Shogan
TriStar Healthcare
Nashville, TN

Arlene Amarante
Lincoln Memorial University School of Law
Knoxville, TN

Ana Mancebo
Character Lab
Chattanooga, TN

Salwa Daouk
Vanderbilt University
Nashville, TN

Organizations are listed for identification purposes only.

Metro Finance Department
Division of Grants Coordination
700 Second Avenue, South, Suite 201
P.O. Box 196300
Nashville, TN 37219-6300

Dear Division of Grants Coordination:

The Tennessee Immigrant and Refugee Rights Coalition does hereby request to deviate from our approved current contract budget. The attached Grant Spending Plan Revision form indicates the line items which are revised. This revision will not affect the terms and conditions as outlined in our current executed contract with the Metropolitan Government of Nashville and Davidson County.

The deviation is necessary due to the Metro Council's approval of an extension of our grant for two additional fiscal years along with $797,484 in added funding, making a total grant amount of $2,618,069 over the entire grant period.

Please direct any questions on this matter to TIRRC's Executive Director, Lisa Sherman-Nikolaus, at lisa@tnimmigrant.org.

Sincerely,

Lisa Sherman-Nikolaus
Executive Director

ARCHIVE

DocuSign

Certificate Of Completion

Envelope Id: B8F08D293E744B0F89FB3167F16C6E41
Status: Completed
Subject: Complete with DocuSign: TIRCC Grant Amendment - L5290 (N0607494xD719A).pdf
Source Envelope:
Document Pages: 22
Signatures: 3
Certificate Pages: 15
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

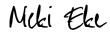
Envelope Originator:
Vaughn Wislon
730 2nd Ave. South 1st Floor
Nashville, TN 37219
Vaughn.wilson@nashville.gov
IP Address: 170.190.198.185

Record Tracking

Status: Original
4/17/2024 4:44:21 PM
Holder: Vaughn Wislon
Vaughn.wilson@nashville.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Metropolitan Government of Nashville and Davidson County
Location: DocuSign

Signer Events	Signature	Timestamp
Kevin Crumbo/mjw maryjo.wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 4/17/2024 4:52:27 PM Viewed: 4/17/2024 5:22:54 PM Signed: 4/17/2024 5:33:36 PM
Electronic Record and Signature Disclosure: Accepted: 4/17/2024 5:22:54 PM ID: 678ca4d2-c1d1-44e5-a99c-f9f61e3450ac		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/17/2024 5:33:37 PM Viewed: 4/17/2024 5:35:26 PM Signed: 4/17/2024 5:35:41 PM
Electronic Record and Signature Disclosure: Accepted: 4/17/2024 5:35:26 PM ID: 15694314-4cee-471d-a052-3d8f1572a398		
Nicki Eke nicki.eke@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 4/17/2024 5:35:42 PM Viewed: 4/18/2024 8:47:44 AM Signed: 4/18/2024 8:48:35 AM
Electronic Record and Signature Disclosure: Accepted: 4/18/2024 8:47:44 AM ID: 8b9a90ca-a89c-415c-907f-7eddd0b1770a		
Austin Kyle shawn.reed@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 4/18/2024 8:48:36 AM Viewed: 4/18/2024 9:31:05 AM Signed: 4/18/2024 9:32:56 AM

ARCHIVE

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 4/18/2024 9:31:05 AM ID: 939967b1-61a6-4bde-ac2b-9c634ad56db1		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Nicki Eke nicki.eke@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/18/2024 8:47:44 AM ID: 8b9a90ca-a89c-415c-907f-7eddd0b1770a	COPIED	Sent: 4/18/2024 9:32:57 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/17/2024 4:52:27 PM
Certified Delivered	Security Checked	4/18/2024 9:31:05 AM
Signing Complete	Security Checked	4/18/2024 9:32:56 AM
Completed	Security Checked	4/18/2024 9:32:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ARCHIVE

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliateâ€™s web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference. 2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions. 3. DEFINITIONS â€œAccountâ€? means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. â€œAuthorized Userâ€? means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. â€œeContractâ€? refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. â€œEnvelopeâ€? means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. â€œSeatâ€? means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. â€œService Planâ€? means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. â€œSpecificationsâ€? means the technical specifications set forth in the â€œSubscription Service Specificationsâ€? available at http://docusign.com/company/specifications. â€œSubscription Serviceâ€? means DocuSignâ€™s on-demand electronic signature service, as updated from time

ARCHIVE

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. â€œSystemâ€? refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. â€œTermâ€? means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. â€œTransaction Dataâ€? means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service. 4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSignâ€™s provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers (â€œAuthentication Measuresâ€?), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriberâ€™s eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more â€œconsumers,â€? such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

ARCHIVE

particular transaction involves a â€œconsumer;â€? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any â€œconsumerâ€? is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization. 5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term â€œunsolicited mass mailingsâ€? includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for â€œCommercial Electronic Mail Messagesâ€? under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply. 6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

ARCHIVE

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriberâ€™s Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are â€œclickedâ€? by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is â€œUnlimited,â€? Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSignâ€™s sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSignâ€™s website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is â€œUnlimited,â€? DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSignâ€™s sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

ARCHIVE

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

ARCHIVE

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneysâ€™ fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSignâ€™s right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, â€œtaxesâ€?) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under $15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

ARCHIVE

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the â€œTermâ€?). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a â€œRenewal Termâ€?), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

ARCHIVE

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the â€œESIGN Actâ€?) to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act. 15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED â€œAS IS,â€? AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBERâ€™S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law. 16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account. 17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

ARCHIVE

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBERâ€™S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you. 18. CONFIDENTIALITY â€œConfidential Informationâ€? means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

ARCHIVE

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber. 19. PRIVACY Personal information provided or collected through or in connection with this Site shall only by used in accordance with DocuSignâ€™s Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site. 20. ACCESS LIMITS Your use of the Site is at all times governed by our website Terms of is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSignâ€™s technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSignâ€™s technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSignâ€™s technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSignâ€™s regular trade names, trademarks, titles and logos (â€œLicensed Marksâ€?) solely for purposes of identifying DocuSignâ€™s products and services. Details of this trademark license are available at: http://www.docusign.com/IP. 22. FEEDBACK By submitting feedback to DocuSign: (a) Subscriber automatically grants to DocuSign a perpetual, irrevocable, transferable, royalty-free license to use Subscriber's feedback for any and all purposes without any compensation to Subscriber; and (b) Subscriber agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent. 23. GENERAL Subscriber acknowledges that the Subscription Service and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively â€œExcluded Dataâ€?), is subject to export control laws and regulations of the United States and other jurisdictions (collectively â€œExport Lawsâ€?). Subscriber represents and warrants that: (i) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (ii) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Subscription Service. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use the Subscription Service. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate

ARCHIVE

Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify these Terms and Conditions such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign. The Subscription Service will be accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use the Subscription Service. In order to fully utilize the Subscription Service, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications. DocuSign will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of these Terms and Conditions. These Terms and Conditions will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; (c) prohibiting or restricting either partyâ€™s performance of any services for any third party; or (d) establishing or as a foundation for any rights or remedies for any third party, whether as a third party beneficiary or otherwise. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSignâ€™s prior authorization. Subscriber may not assign its rights, duties, or obligations under these Terms and Conditions without DocuSignâ€™s prior written consent. If consent is given, these Terms and Conditions will bind Subscriberâ€™s successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under these Terms and Conditions except as expressly provided in these Terms and Conditions is void. DocuSign may freely assign its rights, duties, and obligations under these Terms and Conditions. DocuSign may utilize a subcontractor or other third party to perform its duties under these Terms and Conditions so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under these Terms and Conditions that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriberâ€™s sole point of contact and sole contracting party. We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE. Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and sent using the certified delivery function of the Subscription Service, by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service or email, two business days following the date of mailing, or one business day following delivery to a courier. Written notification to terminate an Account shall be sent by email to support@docusign.com from the Subscriberâ€™s email address set forth in Subscriber's registration information for Subscriber, or by calling

ARCHIVE

1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default ns on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such partyâ€™s reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters. v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification Â© DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

ARCHIVE

Francisco, CA 94105 Sales: +1.877.720.2040 | Support: +1.866.219.4318 North America Terms of Use Privacy Policy Intellectual Property Trending Topics: Digital Signature Free What Is Electronic Signature Pdf App For Signing Documents Sign Documents On Android What Is Digital Signature Processing DocuSign FREE TRIAL BUY NOW Validate TRUSTe privacy certification .

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
TENNESSEE IMMIGRANT & REFUGEE RIGHTS COALITION

This Grant Contract is issued and entered into pursuant to Resolution RS2022-1560, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Tennessee Immigrant & Refugee RIghts Coalition ("Recipient"). This Grant is to be used to administer the program for immigrant legal services described in Exhibit A of Resolution RS2022-1560, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. **SCOPE OF PROGRAM:**

A.1. The Recipient will use the funds to administer the program for immigrant legal services described in Exhibit A of Resolution RS2022-1560**.**

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

A.3. The funds received through this contract are considered federal funds subject to the Single Audit Act and the related provisions of 2 CFR § 200 Uniform Guidance. Recipient shall comply with all applicable American Recovery Plan (ARP) Act of 2021 requirements in the administration of this Grant. Documentation will be required to support compliance with the criteria for ARP Act funds expenditures or the funds will need to be returned to Metropolitan Government of Nashville and Davidson County.

A.4. Additionally, the Recipient must collect data on the clients it serves and provide that data to Metro upon request.

B. **GRANT CONTRACT TERM:**

B.1. **Grant Contract Term.** The term of this Grant will commence on June 8, 2022, and end on June 30, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed $1,820,585.00. The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

Payment to the Recipient shall be made in 4 equal installments, with the first payment made upon approval of this Grant Contract and continuing every 6 months. Prior to the next payments being

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

released, Recipient will send an updated Grant Spending Plan showing actual costs incurred to date. Adjustments to the next payment will be made accordingly, if necessary based on funds received and spent to date.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by the Finance Administrator within the Finance Director Office, within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

C.4. **Payment of Invoice.** The disbursement of funds or payment of any invoice by Metro will not prejudice Metro's right to object to the invoice, use of funds, or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.

C.5. **Unallowable Costs.** Any amount paid to Recipient, would need to be returned to Metro, if it is determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.

C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.

C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Program Requirements and Grant Spending Plan.

C.8. **Electronic Payment**. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. **STANDARD TERMS AND CONDITIONS**:

D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.

D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

D.3. **Termination for Cause.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

D.4. **Subcontracting.** Metro acknowledges that the Recipient will enter into subcontracts with subgrantees as contemplated by Resolution RS2022-1560. Notwithstanding the use of subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of seven (7) full years from the date of the final payment. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual and in accordance with 2 CFR § 200 Uniform Guidance. The financial statements must be prepared in accordance with generally accepted accounting principles.

D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

D.9. **Reporting.** The Recipient must submit reports as outlined in the Program Requirements. Recipient must submit a Final Program Report, to be received by the Finance Administrator within the Finance Director Office, within ninety (90) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.

D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.

D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. **Indemnification and Hold Harmless.**

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

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

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

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

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

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

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

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

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

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

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.23. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Office of Finance
1 Public Square
Suite 106
Nashville, TN 37201
(615) 862-6168 phone, (615) 880-2800 fax

For enquiries regarding invoices:
Office of Finance
1 Public Square
Suite 106
Nashville, TN 37201
(615) 862-6168, (615) 880-2800 fax

Recipient

Tennessee Immigrant & Refugee Rights Coalition
Attn: Lisa Sherman-Nikolaus, Executive Director
3310 Ezell Rd
Nashville, TN 37211
(413) 768-9322

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

D.25. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Grant contract between the Metropolitan Government of Nashville and Davidson County and Tennessee Immigrant & Refugee Rights Coalition, Contract # L-5290

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kelly Flannery
Director of Finance

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Nicki Ebe
Metropolitan Attorney

DS
BC

FILED IN THE OFFICE OF THE CLERK:

DocuSigned by:
Austin Kyle
Metropolitan Clerk 8/24/2022

RECIPIENT: TENNESSEE IMMIGRANT & REFUGEE RIGHTS COALITION

DocuSigned by:
By: Lisa Sherman-Nikolaus

Title: Executive Director

Date: 8/18/2022

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

GRANT PROPOSAL

EXPANDING CRITICAL IMMIGRATION LEGAL SERVICES IN DAVIDSON COUNTY

Tennessee Immigrant & Refugee Rights Coalition (TIRRC) and Tennessee Justice for Our Neighbors (TNJFON)

April 8, 2022

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

SECTION 1 – SUMMARY

1. Project Title: Expanding Critical Immigration Legal Services in Davidson County

2. Organizations:
Tennessee Immigrant & Refugee Rights Coalition
3310 Ezell Rd
Nashville, TN 37211

3. Contact:
Erin Luce
Grants Manager
phone: (413) 768-9322
email: erin@tnimmigrant.org

4. Funding Requested: $3,534,836

5. Project Period:
July 1, 2022 - June 30, 2025

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

SECTION 2 – NARRATIVE

A. PROJECT SUMMARY

1. Context

Davidson County is home to a diverse and vibrant immigrant population - nearly 13% of Nashville residents are foreign born[1] and more than 140 languages are spoken in Metro Public Schools.[2] While the immigrant community has grown rapidly over the past two decades, nonprofit infrastructure has not kept pace. As a result, there are not sufficient high-quality, low-cost legal services available to meet the needs of this highly vulnerable community. Many potential clients face difficulties in accessing the legal resources that are available due to barriers such as language, fear or intimidation, or simply a lack of knowledge of where and how to find help. Many of these individuals are long-time Nashville residents who are entitled to immigration relief under the law.

In the last year, we have seen an influx of Haitian and Afghan arrivals in Nashville needing assistance seeking asylum. And, in the months ahead, the President has committed to welcome 100,000 refugees from Ukraine, of whom a large number may settle in our area, as well as having made Temporary Protected Status available for other Ukrainians who are already here. Also, in a pending court case in Texas, a judge is expected to rule on Deferred Action for Childhood Arrivals (DACA), a program that provides temporary protections and work permits for about 2,200 young adults in Davidson County. Our national level partners have informed us to expect the program to be terminated, which means we would need to quickly pivot to assisting DACA recipients with renewals to guarantee their protections for two final years. Lastly, the presidential administration has removed the controversial Title 42, which means we could see an influx of asylum seekers arriving through our Southern border. These trends underscore the growing need for an expanded, stable immigration legal services infrastructure in Nashville.

As an example of the critical need for more robust legal services, the influx of more than 537 Afghan evacuees since last fall have added to the demand for legal representation, overwhelming the already stretched capacity of legal services providers. The urgency of the evacuation has meant that most Afghans in the United States are on a temporary immigration status called parole, which gives permission to live and work in the US for only two years. If they intend to remain permanently in the United States, however, they must apply for asylum or some other form of permanent relief. This distinguishes the Afghan arrivals from typical refugees, who arrive in the United States with permanent status or immediate eligibility for permanent status.

[1] US Census Bureau 2020 ACS 5-year estimate data profile
[2] MNPS Office of English Language Learners

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Most Afghans will have to prove that they are eligible for asylum, a lengthy and complicated process. Without the help of an immigration attorney, the chances of success are slim. Furthermore, to ensure that their asylum applications are even considered, they have to be filed within one year of arrival, so they're also fighting against a deadline.

Known as an immigration legal services desert, the metropolitan Nashville area has few immigration practitioners in private practice and even fewer working in non-profit organizations, compared to other cities of comparable size with comparable immigrant populations. There are only six pro-bono organizations that offer limited services for immigration cases in Nashville. According to the American Immigration Lawyers Association, there are only about 15 immigration lawyers in the Nashville area that handle humanitarian cases, and only 57 private attorneys dealing with some aspect of immigration law (though many are committed solely to business-based practices).

Changes in immigration policy in recent years have only intensified the demand for immigration attorneys and accredited representatives[3] who can provide quality legal assistance at a low cost. With substantial relief funds going to state and local governments, now is the time for some of these resources to be invested in immigration legal services. Immigration legal services make it possible for immigrants to obtain temporary or permanent status to which they are entitled, allowing them to live stable and productive lives. Investing in immigration legal services is imperative for equitable access to due process, economic mobility, and shared prosperity.

The U.S. Department of the Treasury encourages governments to spend ARPA dollars to "foster a strong, inclusive, and equitable recovery, especially with long-term benefits for health and economic outcomes." Leveraging funds made available by the American Rescue Plan Act (ARPA), TIRRC aims to systematically build the capacity of immigration legal services providers in Davidson County in order to meet growing demand and ensure that those fleeing violence and persecution have the assistance and representation they need to safely settle and build a life in our city and keep families together.

Allocating ARPA funding for immigration legal services will aid in economic recovery and stability for immigrant communities by providing vital community education, and by providing legal representation to individuals and families applying for life-changing immigrant benefits.

2. Overview

The Tennessee Immigrant & Refugee Rights Coalition (TIRRC) is a statewide, immigrant and refugee-led collaboration. Our mission is to build power, amplify our voices, and organize

[3] Federal immigration law allows an individual who is accredited by the Department of Justice and employed by a Department of Justice-recognized organization to represent families before USCIS and other agencies in the Department of Homeland Security.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

communities to advocate for our rights. Since our founding in 2003, we have worked to develop immigrant leadership, build the capacity of our immigrant-led member organizations, help immigrant community members understand and engage in the civic process, educate the public about policies that better promote the well-being of new immigrants, and facilitate their full participation in U.S. society. Now in our 19th year, TIRRC has grown from a grassroots network of community leaders into one of the most diverse and effective coalitions of its kind, a model for organizations in the Southeast and throughout the United States. TIRRC was awarded "Nashvillians of the Year" by the Nashville Scene in 2019, and our work has been featured in the New Yorker, Rolling Stone Magazine, and in partnership with the City of Nashville. In 2021, TIRRC opened the doors to its new home, a community hub in Antioch, the heart of the immigrant and refugee community. In just 3 years, we raised $2.9 million, closing our capital campaign debt free.

The American Rescue Plan Act (ARPA) provides a unique opportunity to scale the size and effectiveness of immigration legal services in Davidson County to improve the economic mobility of Nashville's immigrant residents. Following the model of numerous other localities across the country, Davidson County can leverage ARPA funds to assist immigrant residents in obtaining protections from deportations, keeping families whole, and increasing access to work permits and public benefits. Over the last decade, TIRRC and TNJFON have collaborated to serve the immigrant community, each focusing on its mission and strength to provide complimentary services. Over the next three years, TIRRC and TNJFON are requesting $3,542,809 to build regional capacity for legal services to reach thousands of immigrants and refugees.

In response to a growing need for legal services, we will leverage ARPA funds as follows:

1. Provide essential services to keep families united and increase access to opportunities
2. Scale TIRRC's staff and program capacity
3. Increase community education through information sessions, interviews, and community presentations
4. Invest in TNJFON's staff and program capacity

B. PROJECT APPROACH & GOALS

1. Provide essential services to keep families united and increase access to opportunities

Over the past ten years, TIRRC has assisted low-income immigrants with accessing legal services by using a group-processing workshop model: pairing clients with pro-bono attorneys during a multi-client event hosted at a convenient location, followed by making referrals to private attorneys and partner organizations for follow up. In addition to the group workshops, TIRRC also provides direct support with naturalization, DACA renewals, and other services as needed.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

TIRRC reaches an average of 10,000 immigrants each year through our community education and services, and our model of service delivery provides immigrants with the resources and tools needed to overcome barriers. We provide a variety of immigration legal services, which include assistance with naturalization, Deferred Action for Childhood Arrivals (DACA) renewal, Temporary Protected Status (TPS), green card renewals, and asylum, as well as legal screenings that help clients to identify potential protections from deportation for which they may be eligible.

The benefits of receiving assistance of this kind, such as naturalization, are clear. Becoming a United States citizen opens a world of opportunities such as public-sector jobs, eligibility to vote, and the ability to visit one's home country. An engaged citizenry creates a more informed and vibrant civic culture, and the economic gains to the individual translate to positive effects on the local and national economy. A study from the USC Equity Research Institute at the University of Southern California, found that naturalization increased an individual's earnings by 8-11 percent. That results in more taxes paid and positive ripple effects on the local and state economy.

Other forms of relief, such as DACA and TPS, protect immigrants from the threat of deportation and provide the much-needed ability to work and support one's family. For example, there are approximately 2,200 DACA recipients in Davidson County, who if removed from the workforce would result in an annual GDP loss of $98.8 million annually.[4] Especially in this moment, when Nashville businesses are desperately seeking employees, keeping immigrants and refugees in the workforce is vital not just to individuals and their families but to our city's prosperity as a whole.

We anticipate that the expansion of the TIRRC staff and volunteer team made possible through this funding will lead to an increase in the number of community members we are able to support. We will evaluate this program via the following metrics:

- Launch and support 4-6 immigration legal clinics per year
- Provide support to 2500 individuals via TIRRC's assistance phone line
- Supporting roughly 600 consultations and screenings per year, with legal filings as needed, depending on case details and staffing

2. Scale TIRRC's staff and program capacity

With limited state and region-wide resources, TIRRC's workshops and legal clinics have become a crucial community resource, but in order to effectively meet the growing demand for legal services, more capacity for providing immigration legal services is sorely needed not just among TIRRC staff, but also at partner organizations and private attorneys.

[4] USC Dornsife, Interactive Map: Deferred Action for Childhood Arrivals (DACA) Populations and their Economic Contributions by U.S. Congressional District, 2017

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

This funding would allow us to invest in key programmatic staff to scale up our services, as well as hire several new positions: three paralegals, a staff attorney, and a volunteer coordinator. With this personnel in place and under the guidance of our experienced, existing staff members, the volume of work we will be able to undertake will greatly increase.

TIRRC will further increase capacity by developing our volunteer navigator program. Through this program, we will engage committed, long-term volunteers or stipended leaders to assist clients at our workshops and through one-on-one consultations with lower level tasks such as gathering documentation and conducting intake interviews. Over time, these volunteers will receive extensive training including the foundational 40-hour Comprehensive Overview of Immigration Law ("COIL"). Further, volunteers will gain numerous hours of direct work experience needed to qualify to apply for accreditation by the US Department of Justice ("DOJ accreditation"). Once approved, the resulting accreditation allows them to practice immigration law and provide desperately needed legal services. Building up this experience and credentials will effectively increase Davidson County's collective capacity to meet the needs in our communities.

We will evaluate this program over three years via the following metrics:

- In addition to TIRRC's current legal staff, increase capacity to support internal program and operations programming. Roles include:
    - Staff Attorney
    - Data and Evaluation Coordinator
    - Outreach Coordinator
    - Volunteer Coordinator
    - 3 Paralegals
- Steward 6-10 volunteers to qualify for, apply for and receive DOJ accreditation after at least 1 year of volunteer support
- Starting in Year 2, train 10-20 volunteers monthly
- Each year, host a 40-hour COIL training for TIRRC staff and volunteers as well as other members of Nashville's legal services community

3. Promote community education and legal services

The success of the services described above will depend on our ability to reach immigrant and refugee community members to share information about our clinics and the services we provide, as well as provide community education on common legal services matters and preventing arrest, detention, and deportation. Through information sessions with target communities, interviews broadcast by media outlets in Spanish and other languages, flyer distribution at local businesses and community centers, and robust social media campaigns, we will ensure that immigrants and refugees who can benefit from our legal services are aware of and able to access them.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Additionally, this funding will support TIRRC's "Know Your Rights (KYR)" efforts to ensure immigrants have a good understanding of their civil and human rights, that they are prepared for encounters with law enforcement agencies, and are connected to the high-quality legal services that TIRRC, TNJFON, and other trusted partners provide. These efforts also help to spread awareness of the dangers of legal fraud, and that community members are able to recognize and avoid this risk. To amplify this work, TIRRC staff will train community leaders to provide their own KYR presentations and share this valuable information in their networks.

- Distribute 10,000 flyers to advertise TIRRC and local partner services
- Engage at least three Spanish or other language media outlets for promotion of legal services
- Leveraging TIRRC and local partner social media accounts, reach 100,000 individuals
- Host 30 virtual and in-person Know Your Rights presentations per year
- Reach 10,000 individuals through Know Your Rights training and events.

4. Invest in TNJFON's staff and program capacity

Tennessee Justice for Our Neighbors (TNJFON) provides free or low-cost, humanitarian-based immigration legal services to low-income immigrants and their families; educates the community about immigration matters; and advocates for the rights and dignity of immigrants. Since 2009, TNJFON has represented thousands of clients in obtaining work authorization, humanitarian visas, and permanent immigration status. TNJFON trains volunteers, attorneys, law students, and communities of faith to help them carry out their mission. Our work has been featured in local news media coverage including the Tennessean, Nashville Public Radio and News4 WSMV. TNJFON has grown its legal staff from one attorney and a Legal Advocate in 2019 to six staff members, including three full-time attorneys as of October 2021. The increase in capacity has allowed TNJFON to serve more immigrants, but the need is still enormous.

A critical part of the legal services infrastructure in Davidson County, TNJFON employs 3 of the 6.5 legal services immigration lawyers in the area. In 2021, TNJFON screened over 250 immigrants for potential immigration relief and carried an active caseload of over 500 cases. However, dramatic growth in Nashville's immigration population in the last two decades has continued to strain existing infrastructure, leaving many without access to representation.

In 2022, Tennessee Justice for Our Neighbors will provide ongoing legal representation to 327 existing clients with cases before the U.S. Citizenship and Immigration Services or the Immigration Court, including victims of violent crimes or abuse in the United States; children who have been abused, abandoned or neglected; asylum seekers; and young people who qualify for DACA (Deferred Action for Childhood Arrivals); screen 250 new clients for a complete evaluation of legal immigration options and possible extended representation; and provide

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

extended representation to 30 new clients who qualify for a complex form of humanitarian relief, requiring multi-year representation.

The cost of our 2022 legal services program is $352,680. With funding from this grant, TNJFON seeks to increase its capacity by adding two immigration lawyers, a paralegal, and legal advocate who will apply for DOJ accreditation, allowing TNJFON to screen an additional 160 clients and provide extended representation to 60 Afghan asylum seekers in the first year; and screen an additional 160 clients and provide extended representation to an additional 50 new clients in the two following years. Requested funds will support the salary of our legal department, including five attorneys, a Legal Advocate, a paralegal, an administrative assistant, and a part-time Dari interpreter.

B. TIRRC Team & Partners

TIRRC and TNJFON are committed to collaborating on this project in a way that leverages the strengths of each organization. TIRRC will serve clients through group workshops and provide direct representation in more straightforward cases, while TNJFON will take on cases that are more complex. Drawing on its experience with community organizing and outreach and its connections in diverse immigrant communities, TIRRC will coordinate promotion of both organizations' legal services offerings and conduct its KYR community education. As the lead partner for this funding, TIRRC's Outreach Coordinator and Data and Evaluation Coordinator will manage these responsibilities for both organizations.

TIRRC and TNJFON have extensive experience with partnership. They are two of the three partners in the Delivering on the Dream collaborative, an innovative model for legal aid. They were selected for participation because of their central leadership role in the immigrant community and because they provide 90% of the related programming on this issue in Davidson County. Partnering together since 2014, TIRRC and TNJFON provide wrap-around programming, relying on the strengths of each individual organization rather than creating duplicative silos of work.

1. Tennessee Immigrant & Refugee Rights Coalition Team

This work will be led by the members of TIRRC's staff who specialize in immigration legal services and community organizing. Overseeing the work will be TIRRC's Senior Programs and Services Director, Leticia Alvarez, who has led the organization's community organizing efforts since 2006. She brings her years of experience in addressing the needs of community members and expertly executing programs to ensure that our legal services will scale and serve our members effectively. The primary drivers of this work will be Senior Legal Advisor Diego Bonesatti, a Department of Justice (DOJ) representative who brings 33 years of experience with immigration legal services, and Immigration Legal Services Manager, Mari Campos Araujo, who

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

brings with her broad experience from a private immigration law office combined with her years as a volunteer and member of TIRRC. Providing supplemental support will be Deportation Defense Manager Jazmin Ramirez who will manage our community education work under this grant. Executive Director Lisa Sherman Luna, Grants Manager Erin Luce, and Operations Director Cara Doidge Kilgore will provide further managerial support. This funding will allow us to hire and train seven additional staff members to increase our capacity and stand up lasting systems.

2. Tennessee Justice for Our Neighbors (TNJFON) Team

The legal department at Tennessee Justice for Our Neighbors is a team of bilingual, culturally competent lawyers and staff who provide representation for humanitarian forms of immigration relief. The organization is led by Tessa Lemos Del Pino who has held administrative roles at Columbia University in the City of New York and is admitted to the Washington State Bar. Legal Director Bethany Jackson has been practicing immigration law at TNJFON since 2014. Bethany is a graduate of Rhodes College and Tulane University School of Law with twenty-one years of experience practicing law, including eight years practicing immigration law. She joined TNJFON in 2014 as a Staff Attorney and has served as Legal Director since 2019. In that role, she oversees the services provided by the current legal staff of two staff attorneys (Alvaro Manrique Barrenechea and Allen King), Legal Advocate (Aineth Murguia), Administrative Assistant (Netra Rastogi), part-time Legal Clerk (Negar Ahmadi), and part-time law student (Emily Webb). With ARPA funding, TNJFON seeks to add two immigration attorneys, a paralegal and a DOJ accredited legal advocate who will be supervised by the directors.

C. Evaluation

This proposal is underwritten by TIRRC, with increased capacity for evaluation, data collection and reporting, and partner management. TIRRC's Data and Evaluation Coordinator will manage systems for tracking and reporting on activities across both TIRRC and TNJFON, involving a services dashboard to be updated through monthly status reports from both organizations with input through an online form. Staff will track dates, locations, and attendance of clinics and outreach events, and confidential client data will be stored and maintained in the e-Immigration software platform. TIRRC and TNJFON will provide annual reports to Metro at the close of Years 1 and 2 of the grant that detail our progress toward the goals and metrics listed above, along with a cumulative report at the end of Year 3.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

SECTION 3 – BUDGET NARRATIVE & TIMELINE

A. Narrative

This funding will be directed to TIRRC, who will then subgrant a portion of the funds to TNJFON. At TIRRC, the grant will primarily fund seven new positions, while also supplementing the salaries of existing staff who will devote significant time to this project. This includes staff on the Legal Services Team executing this work, as well as a small portion of human resources, managerial, and grant administration staff. Additionally, this will cover non-personnel costs such as case management and reporting software to be shared across organizations, costs for meetings and events, and other operational needs. The subgrant to TNJFON will support critical staff for their legal services team.

Also supporting TIRRC's legal services department are trusted local funders like the Memorial Foundation and the Community Foundation of Middle Tennessee. Previous funding from the Metro Direct Appropriation Fund has served to build our legal services capacity for naturalization services in the past.

Year 1. TIRRC will begin hiring the new personnel necessary to execute this work and standing up our volunteer program. We will provide management training to TIRRC personnel who are moving into management roles and orient new staff to our legal services programs. During this time, we will hold quarterly clinics across Davidson County and provide direct representation to our clients as capacity allows.

TNJFON will file its application for DOJ recognition for the organization and accreditation for its Legal Advocate, Aineth Murguia, in April 2022. Emily Webb, a 2022 Belmont College of Law graduate, has joined the TNJFON staff part-time and will be joining full-time after sitting for the July 2022 bar examination. TNJFON has identified a highly qualified, experienced asylum attorney who is willing to join TNJFON within four weeks of funding becoming available. TNJFON will work to hire and train additional support staff. The additional legal staff will focus on screening Afghan evacuees for asylum eligibility and providing extended representation on asylum claims as capacity permits. TNJFON will continue to provide representation to existing clients and screen Afghan evacuee referrals from NICE and Catholic Charities, the resettlement agencies as capacity permits.

Year 2. With personnel hired and trained, TIRRC expects for the program to now be operating at full capacity, with the number of consultations and filings at least 50% higher than the previous year. By the end of the year, our first cohort of legal services volunteers will have graduated from the program and achieved DOJ accreditation, further growing our collective capacity.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

With additional personnel hired and trained, TNJFON will continue to provide representation to existing clients; screen immigrants for potential immigration relief; accept new clients for extended representation; train law students and attorneys attorneys for pro bono legal representation; and hold legal clinics at Casa Azafran or a location more convenient for clients. TNJFON expects a response to its DOJ application in year two of the grant. Once TNJFON receives DOJ approval, our Legal Advocate can carry her own caseload as a legal services provider under the supervision of our Legal Director.

Year 3. Both organizations will continue to provide legal services at full capacity while also taking time to evaluate our progress in the previous year and make any adjustments as necessary. We will evaluate the efficacy of our staffing structure, our volunteer program model, and the health of Davidson County's legal services capacity as a whole.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

B. Budget

1. TIRRC Proposal Budget

Item	FY22 (6 mo)	FY23	FY24	FY25 (6 mo)
Personnel	$151,830	$411,635	$423,984	$278,698
Taxes & Fringe Benefits	$42,512	$115,258	$118,716	$61,139
Consultants				
Grants Consultant	$30,000	$30,000	$30,000	$30,000
Legal Consultant	$30,000	$30,000	$30,000	$30,000
Volunteer Stipends (6)		$10,800	$10,800	$5,400
Subgrant to TNJFON	$174,272	$363,360	$374,262	$221,592
Professional Licenses and Fees	$408	$1,650	$1,650	$408
Software	$1,042	$2,500	$2,500	$1,458
Advertising	$250	$250	$250	$250
Interpretation & Translation	$400	$800	$800	$400
Supplies	$1,100	$2,200	$2,200	$1,100
Printing & Copying	$300	$600	$600	$300
Telecommunications	$13	$30	$30	$18
Travel & Internal Meetings	$83	$200	$200	$117
Program Meetings	$800	$1,400	$1,400	$800
Subtotal	**$433,010**	**$970,683**	**$997,392**	**$631,680**
Indirect Costs	$43,481	$97,068	$99,739	$63,168
Annual Total	**$476,311**	**$1,067,751**	**$1,097,131**	**$694,848**
Grand Total	**$3,336,042**			

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

2. TNJFON Subgrantee Budget

Item	FY22 (6 mo)	FY23	FY24	FY25 (6 mo)
Personnel				
Staff Attorney (2)	$65,000	$133,900	$137,917	$82,865
Paralegal/DOJ (2)	$47,500	$97,850	$100,785	$60,555
LegalDirector	$7,515	$18,576	$19,134	$9,854
Executive Director	$3,758	$7,742	$7,975	$4,107
Personnel Subtotal	$123,773	$258,068	$265,811	$157,381
Tax and Fringe Benefits	$34,656	$72,259	$74,427	$44,067
Subtotal	$158,429	$330,327	$340,238	$201,448
Indirect Costs (15%)	$15,8434	$33,033	$34,024	$20,145
Annual Total	$174,272	$363,360	$374,262	$221,592

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Appendix

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Immigration Legal Services Funding via the American Rescue Plan Funds

The American Rescue Plan Act (ARPA) provides an opportunity to provide critical services to immigrants and their families in effort to address the hardships immigrant communities have faced during the pandemic. The U.S. Department of the Treasury encourages governments to spend ARPA dollars to *"foster a strong, inclusive, and equitable recovery, especially with long-term benefits for health and economic outcomes".*

We, the Tennessee Immigrant and Refugee Rights Coalition (TIRRC) and the TN Justice for Our Neighbors (TNJFON), strongly believe that allocating ARPA funding for immigration legal services will aid in economic recovery and stability for immigrant communities by providing vital community education around legal and social services; and, assisting individuals and families in applying for life-changing immigrant benefits that allow them to access better job opportunities and stay together in Tennessee.

Davidson County is home to approximately 94,396 foreign-born individuals[1] of all immigration statuses. Of these about 33,875 are undocumented, and 16,557 are estimated to be eligible to naturalize and become US citizens.[2] Below is more information on how immigration legal services directly align with the intended use of ARPA funding.

Use of Fiscal Recovery Funds for Immigration Legal Services Meets the Following Funding Objectives from the American Rescue Plan[3]

1. **Address negative economic impacts caused by the public health emergency**: Immigrant and refugee families are deeply rooted in the fabric of Nashville communities and have been working on the frontlines of the COVID-19 crisis. However, they face enormous obstacles, such as limited English proficiency, ineligibility for public benefits, poverty, lack of transportation, fear, and disrimination, in accessing critical services that contribute to their health and well-being The barriers and inequities are compounded during the pandemic with families now facing job and income losses, evictions, exorbitant medical bills, lack of childcare, and more. **Immigration legal services can directly support and eliminate economic hardships caused by the COVID-19 pandemic.** The ARPA funds provide an opportunity to bridge that financial gap by providing community resources that directly benefit immigrants eligible for immigration relief. For example, in 2020, 77% of the clients at Tennessee Justice for Our Neighbors were impacted by COVID-19 yet many did not receive the safety-net others in the state received. Many had to choose between paying their DACA filing fees ($495) to keep their work permits and paying for groceries or rent. To alleviate this burden, TNJFON waived legal fees for many in 2020 however, there were still USCIS filing fees to pay. While some low-income individuals qualify for waiver of USCIS fees, DACA recipients are not eligible for this relief.
2. **Invest in communities most impacted by the public health emergency:** The Center for Migration Studies reports that approximately 67% (87,693) of the undocumented population in Tennessee is employed as an essential worker. Yet, 72% of undocumented people in Davidson County lack health

[1] American Community Census Survey, 2020
[2] Migration Policy Institute, CMSNY Davidson County Profile
[3] ARPA Funding Objectives

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

insurance.[4] This segment of the population has often been excluded from other federally funded stimulus packages and safety nets such as unemployment insurance or direct stimulus payments. Consider ARPA funding as a catalyst investment for a new or expanded long-term program to leverage additional sources of public and more permanent funding. Partnering with local trusted organizations creates social cohesion. Considering the lack of federal policies that are targeted towards undocumented individuals it is local government's responsibility to ensure some of the most vulnerable individuals are not excluded from community support and services. Investing in the community through immigration legal services provides an opportunity to remedy a lack of safety nets for essential immigrant workers.

3. **Provide Covid services - education and vaccination - in tandem with legal services events.** Legal services can be used as a draw for populations who would otherwise not attend a vaccination clinic or Covid presentation. Immigrants coming for legal services can receive a Covid presentation and be surveyed by a Covid Navigator prior to meeting with legal personnel ("Do you have a personal physician?" "Have you asked your doctor or other medical personnel about Covid and vaccines?", etc.). Legal clinics can be held in tandem with Covid clinics, which TIRRC already has experience with.

Examples of ARPA funds used for immigrant legal services and other support systems: More and more cities are using ARP funds to support nonprofit organizations who provide immigration services, including immigration legal services. For example, see below:

- Washington DC
- Milwaukee, WI
- Madison, WI
- Miami-Dade County, FL
- Los Angeles County, CA
- Shelby County, TN: $250,000 to assist 36 Afghan arrivals with immigration legal services with a promise of matching this funding from the city of Memphis.

The Need for Immigration Legal Services Funding. Demand for low-cost, high-quality immigration legal services exceeds the supply, and the demand has only increased over the years. In addition, there is a funding gap for the immigration legal services field to provide effective application assistance to low-income applicants. Changes in immigration policy in recent years have only intensified the demand for immigration attorneys and accredited representatives who can provide quality legal assistance at a low cost. With substantial relief funds going to state and local governments, now is the time for some of these resources to be invested in immigration legal services. Investing in immigration legal services is imperative for equitable access to due process, economic mobility, and shared prosperity.

[4] Center for Migration Studies Sub-State Data Tool 2019

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

The Department of Justice lists thirteen organizations serving Tennessee as "recognized" (licensed) to offer legal representation[5], and there are only six pro-bono organizations that offer limited services for select immigration cases, primarily deportation defense.[6] The Tennessee Bar Association lists seventy members that practice immigration law across the state.[7] Limited low-cost resources for immigration legal services means current needs are not being met, in addition, recent Afghan arrivals add to the demand for legal representation and providers will be overwhelmed by demand when immigration policy changes are passed at the federal level. Many immigrants are eligible for immigration relief under federal immigration law, but without legal representation, may never be able to assert their legal rights.

Immigration legal services are a critical tool for immigrant integration. Investing in immigration legal services to assist immigrants in applying for immigration relief and US citizenship brings great returns. Naturalization provides economic and civic gains for the individual, the local community and state, and the country. An engaged citizenry creates a more informed and vibrant civic culture, and the economic gains to the individual translate to positive effects on the local and national economy. A study from the USC Equity Research Institute at the University of Southern California, found that naturalization increased an individual's earnings by 8-11 percent. That results in more taxes paid and positive ripple effects on the local and state economy.

Prevents fraud by unscrupulous actors preying on vulnerable communities. The lack of service providers available to serve a high number of individuals puts immigrant communities at risk of exploitation by unqualified individuals offering immigration services, commonly known as 'notarios'. Nonprofit immigration attorneys provide refugee and immigrant communities with an alternative to seeking legal assistance from unqualified preparers or untrained friends or family members. The reliability of these institutions builds trust within immigrant and refugee communities and provides them with a credible resource for additional support, such as information on Covid, access to vaccines, starting a small business, and more.

When immigration legal service organizations assist a client, they highlight the difference good legal help can make in the lives of immigrants. For example, an accredited representative or attorney can identify when an immigrant does not meet the eligibility criteria to apply for citizenship and should not apply, thus keeping some who are ineligible out of jeopardy of deportation as well as losing time and money filing prematurely. The constant changes in immigration policy at the federal level require that immigration legal service providers

[5] TIRRC is licensed by the US Department of Justice. TIRRC recently renewed its "recognition", a license the US DOJ issues to qualified nonprofits allowing them to practice immigration law via their DOJ accredited staff. This license permits nonprofits like TIRRC to apply for the accreditation of qualified staff, meaning that once funding is obtained and staff hired, TIRRC can seek accreditation for those already qualified as well as continue to train others in order to prepare them for application. DOJ accredited representatives are licensed to prepare immigration applications, give legal advice on immigration matters and represent families before the US Department of Homeland Security where most of the federal immigration agencies are housed (USCIS, ICE, CBP) as well as the US Department of State.

[6] The US Department of Justice Recognition and Accreditation Program

[7] Tennessee Bar Association

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

stay up-to-date in these changes and prepare for future opportunities for immigrants to access relief and investing in immigration legal services allows community-based organizations to scale up to meet the demand.

About us:

Tennessee Immigrant and Refugees Rights Coalition (TIRRC): TIRRC is a statewide, immigrant and refugee-led collaboration. Our mission is to build power, amplify our voices, and organize communities to advocate for our rights. Our vision is a stronger, more inclusive Tennessee where people of all nationalities, immigration statuses, and racial identities can belong and thrive. TIRRC has been at the forefront of providing immigration legal clinics in Tennessee since our program launched in 2007.

Tennessee Justice for Our Neighbors: Tennessee Justice for Our Neighbors provides free or low-cost immigration legal services to low-income immigrants, refugees, and asylum seekers, without regard to race, religion, ethnicity, ideology, gender identity, or sexual orientation. We educate the public about immigration matters and advocate for the rights and dignity of immigrants.

Founded in 2008, TNJFON has assisted more than 3,000 individual clients in a variety of immigration matters, with a focus on representing low-income individuals who are eligible for humanitarian forms of relief. We primarily serve individuals earning below 200% of the Federal Poverty Level or who face other financial barriers to accessing representation.

During our legal clinic appointments, we conduct intake, evaluate immigration and other relevant history, and advise of any available options to change immigration status. Where a form of humanitarian relief is available, we provide direct representation as capacity allows.

Our highly skilled legal staff operate primarily in Spanish and English and have years of cross cultural and legal experience. TNJFON is a member of the National Justice for Our Neighbors network of nineteen legal services organizations.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA



A view of a long line of people that stretches four blocks for relief goods in the Elmcor Building in Corona, Queens, New York, USA during the Coronavirus pandemic on May 6, 2020. (Photo by John Nacion/NurPhoto via AP)

How Federal COVID-19 Relief Funding Can Support Immigrant Communities

September 2021

The American Rescue Plan (ARP) Act allocated $1.9 trillion in federal funds to alleviate the COVID-19 pandemic's harms and create stronger, healthier communities.[1] The relief money is intended to aid recovery and stability and assist households, businesses, and organizations disproportionately affected by the pandemic. This includes immigrant communities.

One way these funds can help ensure safety and health for immigrant communities during the pandemic? By funding immigrant legal services, including deportation defense programs. Investing in legal services and representation programs for people facing detention and deportation supports COVID-19 relief efforts by providing lawyers, who advocate tirelessly for people's health and safety in communities cumulatively harmed by COVID-19, criminalization, and systemic racism. Jurisdictions can use ARP funds to create or expand deportation defense programs, like the ones in the Vera Institute of Justice's SAFE Initiative.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

How do deportation defense programs like SAFE help immigrant communities?

- The SAFE Initiative works with governments, immigration legal service providers, and advocates to advance local- and state-funded deportation defense to further a national movement for universal representation.
- Immigrants who have legal representation are 3.5 times more likely to be granted release from detention on bond by an immigration judge and up to 10 times more likely to establish a right to remain in the United States than those who face deportation alone.[2]
- Publicly funded deportation defense programs help families and communities that have been disproportionately impacted by the pandemic. These programs help secure the release of people from detention, disrupt the pipeline between the criminal legal and immigration systems, restore due process, build community trust, and keep families together.

Why should ARP funds be used for local and state deportation defense programs?

1 To help states and cities prevent and mitigate the spread of COVID-19 in detention.

- ICE and federal immigration authorities continue to target immigrant communities, book people into detention, and tear apart families. Detained immigrants face increased public health risks because detention facilities are a vector of the spread of COVID-19. ICE continues to book thousands of people into detention each month and transfer them across its vast network of facilities, seemingly without proper public health precautions.[3]
- Using ARP funding to invest in immigrant legal services and representation programs for people facing detention and deportation supports communities' COVID-19 prevention and mitigation efforts by ensuring legal advocacy for the health, safety, and freedom of people in detention. Release from detention is nearly impossible without representation, even for humanitarian reasons during this pandemic.

2 To supplement state and local funding available for immigrant justice programs.

- The infusion of federal financial support to state and local governments ensures that there is enough money for programs that expand immigrants' access to justice.
- Jurisdictions have the opportunity and responsibility to use the additional support to advance an equitable and inclusive recovery—moving public dollars away from investments that worsen economic and racial disparities and toward programs like deportation defense to help all communities recover, stabilize, and grow.[4] (See "How do deportation defense programs like SAFE help immigrant communities?" above.)

3 To help reverse the negative economic impacts of COVID-19 on immigrant communities.

- One ARP funding objective is to replace lost revenue that forced governments to make cuts while budgeting during the pandemic. Governments can use ARP funds to restart the growth of immigration program budgets that may have been paused by revenue losses incurred during COVID-19.[5] In the event that programs were negatively financially impacted by the pandemic, ARP funds could be used to revive them.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

How have jurisdictions already used ARP funds to support deportation defense?



1 **The City of Pittsburgh, Pennsylvania, invested** $100,000 of ARP funding to start a new immigrant legal defense program.

2 **Washington, DC, plans** to increase its Immigrant Justice Legal Services grant program by $2 million over two years using ARP funding.

3 **The City of North Miami, Florida, allocated** ARP funds to establish a new deportation defense program.

4 **The City of Long Beach, California, proposed** leveraging federal sources of stimulus and recovery funding to fund the Long Beach Justice Fund, which provides legal representation for Long Beach community members facing deportation.

5 **Los Angeles County approved** $2 million of ARP funding for deportation defense.

What can localities do next?

- Engage immigrant communities and organizations in conversation to collaborate on ARP investment priorities.
- Ensure that immigrants—regardless of status—can equally access and are eligible to receive all benefits and programs funded through ARP state and local plans.
- Consider ARP funding as a catalyst investment for a new or expanded long-term program to leverage additional sources of public—and more permanent—funding. Localities should prioritize making zealous representation for people facing deportation sustainable over time.

Endnotes

1 On May 10, 2021, the U.S. Department of Treasury released guidance on eligible uses of Coronavirus State and Local Fiscal Recovery Funds, a pool of money within ARP funding, directing jurisdictions to ". . . provide assistance to those households, businesses, and non-profits in communities disproportionately impacted by the pandemic."

2 For a summary of this research, see Karen Berberich and Nina Siulc, *Why Does Representation Matter?* (New York: Vera Institute of Justice, 2018), https://perma.cc/NTM6-F8UN.

3 See also Nina Siulc, "Vera's New Prevalence Model Suggests COVID-19 is Spreading through ICE Detention at Much Higher Rates than Publicized," *Vera Institute of Justice*, June 4, 2020, https://perma.cc/9HPW-HQU8.

4 See Vera Institute of Justice, *Rising to the Moment: Advancing the National Movement for Universal Representation over Three Years of the SAFE Initiative* (New York: Vera Institute of Justice, 2020), https://perma.cc/9ZQ2-WM7Q; and Vera Institute of Justice, *Support Universal Representation: SAFE Initiative 101* (New York: Vera Institute of Justice, 2020), https://perma.cc/4M4K-3YFF.

5 For the full rules and regulations for ARP funding, see U.S. Department of the Treasury, 31 CFR Part 35.

For more information

© 2021 Vera Institute of Justice. All rights reserved.

For more information about this fact sheet, contact Melissa Garlick, associate program director of policy and advocacy, SAFE, at mgarlick@vera.org.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Attachment 1

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

GRANT SPENDING PLAN

RECIPIENT NAME:	Tennessee Immigrant and Refugee Rights Coalition (TIRRC)

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: June 8, 2022 to June 30, 2024					
	EXPENSE OBJECT LINE-ITEM CATEGORY	**METRO GRANT FUNDS through FY23**	**METRO GRANT FUNDS through FY24**	**RECIPIENT MATCH (participation)**	**TOTAL PROJECT**
	Salaries and Wages	$334,833.00	$357,850.00		$692,683.00
	Benefits and Taxes: 28%	$93,753.18	$100,198.00		$193,951.18
	Professional Fees	$61,100.00	$61,100.00		$122,200.00
	Supplies	$3,000.00	$3,000.00		$6,000.00
	Communications	$30.00	$30.00		$60.00
	Postage and Shipping	$1,700.00	$1,700.00		$3,400.00
	Occupancy				$0.00
	Equipment Rental and Maintenance				$0.00
	Printing and Publications	$500.00	$500.00		$1,000.00
	Travel/ Conferences and Meetings	$1,600.00	$1,600.00		$3,200.00
	Insurance				$0.00
	Specific Assistance to Individuals				$0.00
	Other Non-Personnel	$81,714.72	$85,832.10		$167,546.82
	Subgrantee	$309,679.00	$320,865.00		$630,544.00
	GRAND TOTAL	$887,909.90	$932,675.10	$0.00	$1,820,585.00

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

GRANT SPENDING PLAN

RECIPIENT NAME:	Tennessee Justice for Our Neighbors

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: June 8, 2022 to June 30, 2024					
	EXPENSE OBJECT LINE-ITEM CATEGORY	**METRO GRANT FUNDS through FY23**	**METRO GRANT FUNDS through FY24**	**RECIPIENT MATCH (participation)**	**TOTAL PROJECT**
	Salaries and Wages	$219,942.00	$227,887.00	$0.00	$447,829.00
	Benefits and Taxes [(28%)]	$61,584.00	$63,808.00	$0.00	$125,392.00
	Professional Fees			$0.00	$0.00
	Supplies				$0.00
	Communications				$0.00
	Postage and Shipping				$0.00
	Occupancy				$0.00
	Equipment Rental and Maintenance				$0.00
	Printing and Publications				$0.00
	Travel/ Conferences and Meetings				$0.00
	Insurance				$0.00
	Specific Assistance to Individuals				$0.00
	Other Non-Personnel	$28,153.00	$29,170.00	$0.00	$57,323.00
	GRAND TOTAL	$309,679.00	$320,865.00	$0.00	$630,544.00

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: *United States of America*

2. This public document has been signed by JOHN ARRIOLA

3. acting in the capacity of COUNTY CLERK OF DAVIDSON COUNTY, TENNESSEE

4. bears the seal/stamp of COUNTY SEAL OF DAVIDSON COUNTY, TENNESSEE

Certified

5. at *Nashville, Tennessee*

6. the Wednesday, December 14, 2011

7. by TRE HARGETT, SECRETARY OF STATE, STATE OF TENNESSEE

8. No. 11-13202

9.

10. Signature

Tre Hargett

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

FILED
AM 9:14
SECRETARY OF STATE

Articles of Incorporation

Of

TENNESSEE IMMIGRANT AND REFUGEE RIGHTS COALITION

A Non-Profit Corporation

Pursuant to the provision of the Tennessee Nonprofit Corporation Act, the undersigned incorporator hereby adopts the following Articles of Incorporation:

Article 1

The name of this corporation is Tennessee Immigrant and Refugee Rights Coalition.

Article 2

This corporation is a public benefit corporation. This corporation is not a religious corporation.

Article 3

This corporation will have members.

Article 4

The number of initial directors of this corporation shall be four and the names and addresses of the initial directors are as follows:

Monica Hernandez	1959 Highlander Way, New market, TN 37820
Nonye Ejiofor	900 2nd Ave. North, Nashville, TN 37211
Maria Valentin Pridgen	315 Union St., Ste. 800, Nashville, TN 37201
Sara Jane Saliba	1005 Murfreesboro Rd. #230, Nashville, TN 37217

Article 5

The name and address of this corporation's initial registered agent and office in Tennessee is:

David Lubell

Tennessee Immigrant and Refugee Rights Coalition

1000 S. Cooper St.

Memphis, TN 38104

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Article 6

The name and addresses of the initial incorporator of this corporation is:

David Lubell 1000 S. Cooper St., Memphis, TN 38104

Article 7

The address of the corporation's principal office is:

Tennessee Immigrant and Refugee Rights Coalition
1000 S. Cooper St., Memphis, TN 38104Article 8

Article 8

This corporation is a not for profit. The purpose for which this corporation is being organized is to empower immigrants and refugees throughout Tennessee to develop a unified voice, defend their rights, and create an atmosphere in which they are viewed as positive contributors to the state.

This corporation is organized exclusively for one or more of the purposes as specified in Section 501 (c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Article 9

This document is to be effective upon filing by the Secretary of State of Tennessee.

Article 10

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed for one or more exempt purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Article 11

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing of distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions for the purposes set forth in these Articles.

Nothwithstanding any other provision of these Articles, this corporation shall not carry on any other activities not permitted to be carried on (I) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

The undersigned incorporator hereby declares under penalty of perjury that the statements made in the foregoing Articles of Incorporation are true.

David Lubell
Signature

7/1/03
Date

David Lubell, Incorporator

TRUE COPY OF OFFICIAL ORIGINAL

State: Tennessee
County: Davidson
EXP: 11/7/2006

Sam Jan Saliba, Director of Finance and Administration

BRADLEY T. PINSON STATE OF TENNESSEE NOTARY PUBLIC COUNTY of DAVIDSON

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

STATE OF TENNESSEE

COUNTY OF DAVIDSON } SS

I, **John Arriola** , Clerk of Davidson County, Tennessee having a seal, do hereby certify that

Bradley T Pinson

whose name is subscribed to the affidavit or certificate of the proof of acknowledgement of the annexed instrument, and thereon written, was, at the time of taking such affidavit, proof, or acknowledgement, A Notary Public for the State of Tennessee,, commissioned and sworn, and duly authorized under the laws of Tennessee to take the same, and duly authorized to take and certify the acknowledgement and proof of deeds to be recorded in this State. And I do further certify that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to said affidavit, or certificate of proof, or acknowledgement, is genuine; that said Notary's commission is dated

11/07/2008 and expires 11/07/2012.

And I do further certify that under the Laws of Tennessee, impressions of the seal of Notaries Public are not required to be filed with the County Clerk or with the Clerk of the County Court.

Witness my hand and seal of said office,
at Nashville, Tennessee, this 14th day of December, 2011.

John Arriola, Clerk

by John Arriola, D.C.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 22 2005

TENNESSEE IMMIGRANT AND REFUGEE
RIGHTS COALITION
1103 CHAPEL AVE
NASHVILLE, TN 37206

Employer Identification Number:
20-0121100
DLN:
17053245013034
Contact Person:
DALE T SCHABER ID# 31175
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
July 8, 2003
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Letter 947 (DO/CG)

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Tennessee Immigrant and Refugee Rights Coalition

Financial Statements
For the Years Ended December 31, 2020 and 2019

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Tennessee Immigrant and Refugee Rights Coalition

Financial Statements

For the Years Ended December 31, 2020 and 2019

Contents

Independent Auditor's Report	1
Financial Statements	
Statements of Financial Position	2
Statements of Activities	3
Statements of Functional Expenses	5
Statements of Cash Flows	7
Notes to Financial Statements	8 - 14

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

BLANKENSHIP

Independent Auditor's Report

Board of Directors
Tennessee Immigrant and Refugee Rights Coalition

Report on the Financial Statements
We have audited the accompanying financial statements of Tennessee Immigrant and Refugee Rights Coalition (a Tennessee not-for-profit, the Organization), which comprise the statements of financial position as of December 31, 2020 and 2019, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tennessee Immigrant and Refugee Rights Coalition as of December 31, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Blankenship CPA Group, PLLC

Blankenship CPA Group, PLLC
Brentwood, Tennessee
November 8, 2021

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Tennessee Immigrant and Refugee Rights Coalition

Statements of Financial Position
December 31, 2020 and 2019

	2020	2019
Assets		
Cash	$ 738,220	$ 764,952
Restricted cash	175,716	1,202,838
Grants receivable, net	1,087,116	684,587
Other receivables	38,436	-
Related party receivable	32,202	29,711
Property and equipment, net	1,638,786	391,550
Other assets	1,931	1,931
Total assets	**$ 3,712,407**	**$ 3,075,569**
Liabilities and Net Assets		
Liabilities		
Accounts payable	$ 11,485	$ 15,663
Accrued payroll	33,265	70,349
Note payable, net	-	285,286
Total liabilities	44,750	371,298
Net assets		
Without donor restrictions	2,062,646	639,532
With donor restrictions	1,605,011	2,064,739
Total net assets	3,667,657	2,704,271
Total liabilities and net assets	**$ 3,712,407**	**$ 3,075,569**

See notes to financial statements

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Tennessee Immigrant and Refugee Rights Coalition

Statement of Activities

For the Year Ended December 31, 2020

	Without donor restrictions	With donor restrictions	Total
Revenues and Other Support			
Grants	$ 1,525,903	$ 844,818	$ 2,370,721
Contributions	711,360	414,895	1,126,255
Special events	32,737	-	32,737
Other revenues	34,913	-	34,913
Membership dues	2,895	-	2,895
Net assets released from restrictions	1,719,441	(1,719,441)	-
Total revenues and other support	4,027,249	(459,728)	3,567,521
Expenses			
Program services			
Community organizing	516,473	-	516,473
Advocacy and education	727,452	-	727,452
Integration services	1,036,359	-	1,036,359
Supporting services			
Administrative	180,982	-	180,982
Fundraising	142,869	-	142,869
Total expenses	2,604,135	-	2,604,135
Change in net assets	1,423,114	(459,728)	963,386
Net assets, beginning of year	639,532	2,064,739	2,704,271
Net assets, end of year	**$ 2,062,646**	**$ 1,605,011**	**$ 3,667,657**

See notes to financial statements

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Tennessee Immigrant and Refugee Rights Coalition

Statement of Activities

For the Year Ended December 31, 2019

	Without donor restrictions	With donor restrictions	Total
Revenues and Other Support			
Grants	$ 1,037,247	$ 380,295	$ 1,417,542
Contributions	441,290	1,202,838	1,644,128
Special events	71,360	-	71,360
Other revenues	43,833	-	43,833
Membership dues	16,519	-	16,519
Net assets released from restrictions	441,827	(441,827)	-
Total revenues and other support	2,052,076	1,141,306	3,193,382
Expenses			
Program services			
Community organizing	435,228	-	435,228
Advocacy and education	616,982	-	616,982
Integration services	653,430	-	653,430
Supporting services			
Administrative	157,003	-	157,003
Fundraising	132,634	-	132,634
Total expenses	1,995,277	-	1,995,277
Change in net assets	56,799	1,141,306	1,198,105
Net assets, beginning of year	582,733	923,433	1,506,166
Net assets, end of year	**$ 639,532**	**$ 2,064,739**	**$ 2,704,271**

See notes to financial statements

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Tennessee Immigrant and Refugee Rights Coalition

Statement of Functional Expenses

For the Year Ended December 31, 2020

	Program services			Supporting services		
	Community organizing	Advocacy and education	Integration services	Administrative	Fundraising	Total
Salaries and benefits	$ 277,081	$ 429,476	$ 457,184	$ 110,833	$ 110,833	$ 1,385,407
Business expense	9,111	12,838	14,081	3,313	2,071	41,414
Depreciation	193	308	318	96	48	963
Direct Assistance	-	-	268,545	-	-	268,545
Grants	165,873	196,590	202,733	36,860	12,287	614,343
Information technology	10,198	13,907	14,370	5,563	2,318	46,356
Interest	3,914	5,337	5,515	2,134	889	17,789
Occupancy	8,026	12,040	12,842	4,013	3,211	40,132
Professional services	23,349	34,468	36,691	11,119	5,559	111,186
Marketing	7,123	10,685	11,397	3,562	2,849	35,616
Miscellaneous	4,305	5,871	6,067	2,348	979	19,570
Travel and events	7,300	5,932	6,616	1,141	1,825	22,814
	$ 516,473	**$ 727,452**	**$ 1,036,359**	**$ 180,982**	**$ 142,869**	**$ 2,604,135**

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Tennessee Immigrant and Refugee Rights Coalition

Statement of Functional Expenses

For the Year Ended December 31, 2019

	Program services			Supporting services		
	Community organizing	Advocacy and education	Integration services	Administrative	Fundraising	Total
Salaries and benefits	$ 263,812	$ 408,909	$ 435,290	$ 105,524	$ 105,525	$ 1,319,060
Business expense	3,658	5,154	5,653	1,331	831	16,627
Depreciation	305	489	504	153	76	1,527
Grants	93,717	111,072	114,543	20,826	6,942	347,100
Information technology	7,704	10,506	10,856	4,202	1,751	35,019
Interest	3,493	4,763	4,921	1,904	794	15,875
Occupancy	8,643	12,965	13,829	4,322	3,457	43,216
Professional services	21,045	31,067	33,071	10,022	5,011	100,216
Marketing	1,435	2,153	2,296	718	574	7,176
Miscellaneous	7,947	10,836	11,198	4,334	1,806	36,121
Travel and events	23,469	19,068	21,269	3,667	5,867	73,340
	$ 435,228	**$ 616,982**	**$ 653,430**	**$ 157,003**	**$ 132,634**	**$ 1,995,277**

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Tennessee Immigrant and Refugee Rights Coalition

Statements of Cash Flows

For the Years Ended December 31, 2020 and 2019

	2020	2019
Cash, beginning of year	$ 1,967,790	$ 735,281
Cash flows from operating activities		
Change in net assets	963,386	1,198,105
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	963	1,527
Amortization of imputed interest	14,714	8,400
Contributions restricted for long-term asset	(436,209)	(1,202,838)
Change in:		
Grants receivable, net	(402,529)	104,732
Other receivables	(38,436)	-
Related party receivable	(2,491)	(7,739)
Accounts payable	(4,178)	(28,094)
Accrued payroll	(37,084)	19,224
Net cash provided (used) by operating activities	58,136	93,317
Cash flows from investing activities		
Purchases of property and equipment	(1,248,199)	(63,646)
Cash flows from financing activities		
Contributions restricted for long-term asset	436,209	1,202,838
Principal payments of notes payable	(300,000)	-
Net cash provided (used) by financing activities	136,209	1,202,838
Net change in cash	(1,053,854)	1,232,509
Cash, end of year	**$ 913,936**	**$ 1,967,790**
Cash consists of the following amounts at December 31		
Cash	$ 738,220	$ 764,952
Restricted cash	175,716	1,202,838
	$ 913,936	**$ 1,967,790**
Supplemental disclosures of cash flow information		
Cash payments for interest	$ 3,075	$ 7,475

See notes to financial statements

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Note 1. **Summary of Significant Accounting Policies**

Nature of Activities

Tennessee Immigrant and Refugee Rights Coalition (the Organization) is incorporated as a Tennessee not-for-profit corporation. The Organization's mission is to empower immigrants and refugees throughout Tennessee to develop a unified voice, defend their rights, and create an atmosphere in which they are recognized as positive contributors to the state. The Organization's primary source of revenues is grants from various foundations and trusts.

The Organization divides its activities into three primary classes of program expenses. These classes include community organizing - strengthening of other immigrant-led organizations and protecting the freedoms of immigrants and refugees; advocacy and education - promoting civic integration of immigrants and refugees and increasing the public awareness of contributions made by immigrants and refugees and the realities of the US immigration system; and integration services - direct services that assist immigrants to overcome barriers to integration such as English classes and assistance with immigration paperwork.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (US GAAP).

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of income and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Restricted Cash

Cash consists principally of cash on hand and on deposit at a financial institution. Restricted cash is intended for the construction of a new office building.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Note 1. **Summary of Significant Accounting Policies**

Grants and Other Receivables

Grants and other receivables consists of unconditional promises to give and cost reimbursement grants. Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenues. Conditional promises to give are not included as support until the conditions are substantially met.

Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to charge off uncollectible receivables directly as bad debt expense when management determines the receivable will not be collected. The Organization expects to fully collect all grants and other receivables; therefore, no allowance for uncollectible accounts has been recorded in the financial statements.

Property and Equipment and Depreciation

The Organization capitalizes expenditures for those items reasonably expected to last beyond the current year and above $500. Contributed property and equipment is recorded at estimated fair value at the date of donation. Depreciation is provided by use of the straight-line method over the estimated useful lives (three to five years) of the related assets. Routine repairs and maintenance are expensed as incurred.

Revenue Recognition

Grants and other contributions of cash and other assets are recorded as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends, or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. Contributions received with donor-imposed restrictions that are met in the same year in which the contributions are received are classified as net assets without donor restrictions.

PPP Loan

On January 30, 2020, the World Health Organization declared the COVID-19 outbreak a "Public Health Emergency of International Concern" and on March 11, 2020, declared it to be a pandemic. The Organization received a loan in accordance with the Paycheck Protection Program (PPP) section of the Coronavirus Aid, Relief, and Economic Security Act (the CARES Act). US GAAP provides organizations with two alternatives for reporting the loan and any future forgiveness: 1) proceeds can be treated as debt and future forgiveness recognized as income when the loan or any portion, thereof is formally discharged; or 2) proceeds can be treated as a conditional contribution where they recognize a refundable advance and derecognize the liability, and recognize income, as the conditions for forgiveness are substantially met or explicitly waived. The Organization has elected to treat the PPP loan as a conditional contribution.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Note 1. **Summary of Significant Accounting Policies**

Program and Supporting Services
The following program and supporting services are included in the accompanying financial statements:

Program services – Includes the direct costs of community organizing, advocacy and education, and integration services. Additionally, program services include an allocation of identified indirect costs which facilitate those activities.

Administrative – Includes the functions necessary to ensure an adequate working environment and costs not identifiable with a single program. Applicable costs include those associated with providing coordination and articulation of the Organization's program strategy, business management, general recordkeeping, budgeting, and related purposes.

Fundraising – Includes costs of activities directed towards appeals for financial support, including special events. Other activities include the cost of solicitation and creation and distribution of fundraising materials.

Functional Allocation of Expenses
The costs of providing program services and supporting services have been summarized on a functional basis in the statements of activities. Expenses that can be directly attributed to a particular function are charged to that function. Certain costs have been allocated among more than one program or activity based on objectively evaluated financial and nonfinancial data or reasonable subjective methods determined by management.

	Method of allocation
Salaries and benefits	Time and effort
Business expense	Time and effort
Depreciation	Square footage
Direct assistance	Time and effort
Grants	Time and effort
Information technology	Square footage
Interest	Square footage
Occupancy	Square footage
Professional services	Time and effort
Marketing	Time and effort
Miscellaneous	Time and effort
Travel and events	Time and effort

Advertising
All advertising costs are expensed when incurred.

Income Taxes
The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes is included in the financial statements.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Note 1. **Summary of Significant Accounting Policies**

Income Taxes

US GAAP requires the Organization's management to evaluate tax positions taken by the Organization and recognize a tax liability (or asset) if the Organization has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. The Organization's management has analyzed the tax positions taken by the Organization and has concluded that as of December 31, 2020 no uncertain positions have been taken or are expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Organization is no longer subject to audit by taxing jurisdictions for years prior to 2017.

Reclassifications

Certain prior year amounts have been reclassified to conform to current year presentation.

Note 2. **Availability and Liquidity**

The following represents the Organization's financial assets at December 31:

	2020	2019
Financial assets		
Cash	$ 738,220	$ 764,952
Restricted cash	175,716	1,202,838
Grants receivable, net	1,087,116	684,587
Other receivables	38,436	-
Related party receivable	32,202	29,711
Total financial assets at year-end	2,071,690	2,682,088
Less amounts not available to be used within one year		
Net assets with donor restrictions	(1,605,011)	(2,064,739)
Amounts restricted for operational use in next year	1,107,281	545,900
Financial assets available to meet cash needs for general expenditures within one year	**$ 1,573,960**	**$ 1,163,249**

As part of its liquidity plan, the Organization has a policy to structure its financial assets in order to have the funds available to meet its general expenditures, liabilities, and other obligations as they come due.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Note 3. **Grants Receivable**

The following is a summary of grants receivable at December 31:

	2020	2019
Restricted to future periods	$ 1,115,102	$ 724,900
Less: unamortized discount	(27,986)	(40,313)
	$ 1,087,116	**$ 684,587**
Amounts due in:		
Less than one year	$ 765,102	$ 374,900
One to five years	350,000	350,000
	$ 1,115,102	**$ 724,900**

Discount rates were 4.75% and 5.00% for the years ended December 31, 2020 and 2019, respectively.

Note 4. **Property and Equipment**

The following is a summary of property and equipment at December 31:

	2020	2019
Land	$ 326,007	$ 326,007
Construction in progress	1,311,845	63,646
Equipment	16,811	16,811
Software	3,305	3,305
Less: accumulated depreciation	(19,182)	(18,219)
Property and equipment, net	**$ 1,638,786**	**$ 391,550**

Note 5. **PPP Loan**

On April 17, 2020, the Organization received a loan in the amount of $230,200 in accordance with the PPP section of the CARES Act. Subsequent to year-end the Organization, received notice that the initial draw was fully forgiven.

The Organization has elected to treat the PPP loan as a conditional contribution in the financial statements. As of fiscal year-end, it recognized income in the amount of $230,200 in contributions as it believes the conditions for forgiveness have been substantially met.

Note 6. **Note Payable**

The Organization had a $300,000 note payable to a financing company that was originated in September 2018. The note was secured by a deed of trust, and is payable in monthly interest only payments with all unpaid principal and interest due at maturity. The outstanding balance accrued interest at a fixed interest rate of 2.48%. This note was recorded net of an unamortized discount of $14,714 imputed at the rate of 5.00%. During 2020, the note was paid in full and the unamortized discount was fully recognized.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Note 6. **Note Payable**

The Organization has an $800,000 variable payment term note that matures in July 2024. The note is secured by a deed of trust and assets of the Organization. Outstanding balances on the note accrue interest at a fixed rate of 3.99%. No amounts were advanced under the note as of December 31, 2020. As of the report date the Organization had an outstanding balance of $500,000.

Note 7. **Net Assets**

Net assets with donor restrictions were as follows at December 31:

	2020	2019
Amounts restricted for future periods	$ 1,052,579	$ 861,901
Amount restricted for construction of new office building	552,432	1,202,838
	$ 1,605,011	**$ 2,064,739**

Note 8. **Leases**

The Organization leases its facilities under an operating lease which expired in September 2019. Upon expiration, the lease will continue on a month-to-month basis. Rent expense was $34,744 and $35,735 for the years ended December 31, 2020 and 2019, respectively.

The Organization also leases office equipment and a vehicle under operating leases which expire in September 2025 and April 2022, respectively.

The following table represents future minimum lease payments required under the above lease agreements:

Year ended December 31,	
2021	$ 15,300
2022	12,204
2023	11,172
2024	11,172
2025	8,379
	$ 58,227

Note 9. **Concentrations**

At various times during the year, the Organization's cash on deposit with financial institutions exceeded the federally insured limit of $250,000. At December 31, 2020 and 2019, the Organization had deposits in excess of the federally insured limit totaling approximately $668,000 and $1,692,000, respectively. The Organization has not experienced any losses in such accounts and management believes the Organization is not exposed to any significant credit risk related to cash.

ARCHIVE

DocuSign Envelope ID: 79A02633-5EFF-4869-9D31-0C06E36B8BCA

Note 10. **Questioned Costs**

Questioned costs are those amounts charged to a funded program that may not be in compliance with requirements set forth in contracts, statutes, and regulations governing permissibility or eligibility. A questioned cost may not be reimbursed by the grantor agency or the grantor agency may require that the funds already expensed be refunded to the agency. These amounts can be "questioned" by the agency for the specific grant to which they apply. The determination as to whether such costs will be allowed or disallowed under the grants will be made by the individual grantor agency at a later date.

No liability is needed at December 31, 2020 and 2019, for the repayment of questioned costs as no grantor agency has made a determination of the appropriateness of any questioned costs. Management deems the possibility of a refund request to be remote, as they believe that the Organization has accommodated their objective to the provisions of the grants.

Note 11. **Related Party Transactions**

During the year ended December 31, 2018, a related not-for-profit social welfare corporation was established and entered into a cost-sharing agreement with the Organization. The Organization received $111,242 and $65,580 as reimbursements for expenses paid on behalf of the related party under the cost-sharing agreement during the years ended December 31, 2020 and 2019, respectively.

The Organization also issued grants in the amount of $220,000 and $100,000 to the related party during the years ended December 31, 2020 and 2019, respectively.

Note 12. **Subsequent Events**

The Organization has evaluated subsequent events through November 8, 2021, the date on which the financial statements were available to be issued.

ARCHIVE