

**Grant contract between the Metropolitan Government of Nashville and Davidson County and, Tennessee Justice For Our Neighbors, Contract # L-6002**

**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY  
AND  
TENNESSEE JUSTICE FOR OUR NEIGHBORS**

This Grant Contract issued and entered into pursuant to Resolution RS2024-271, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Tennessee Justice for Our Neighbors ("Recipient"), is for a pilot program for immigration legal services, 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 pilot program for immigration legal services described in Exhibit A of Resolution RS2024-271.
- 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 be two (2) years, commencing on July 1, 2024 and ending on June 30, 2026. 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 \$833,195.00. 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 released, Recipient will send an updated Grant Spending Plan showing actual costs incurred to

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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's 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.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are 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 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.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. 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 Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

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- D.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved 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 or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. 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 Nonprofit 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.** Recipient shall provide quarterly reports to Metro that shall include the following information:
- a. Accounting of all grant funds, including identification of grant fund recipients;
  - b. Use of funds and balance of funds remaining from the \$833,195.00 allocation; and
  - c. Program results as outlined in Exhibit A of Resolution 2024-271

The Recipient must also submit an Interim Program Report, to be received by the Finance Administrator within the Finance Director's Office, no later than July 31, 2025, and a Final Program Report, to be received by Office of Grants and Accountability (OGA), within 45 [forty-five] 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.

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- 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 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.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- 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. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under 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

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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 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:

For enquiries regarding invoices:

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

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

**Recipient**

Tessa Lemos Del Pino, Executive Director  
Tennessee Justice for Our Neighbors  
2195 Nolensville Road  
Nashville, TN 37211  
615-538-7481

**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. Certification Regarding Debarment and Convictions.**

- a. Recipient certifies that Recipient, and its current and future principals:
  - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
  - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
  - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.

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- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).
- D.26. **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.

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**THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON  
COUNTY:**

**RECIPIENT: TENNESSEE JUSTICE FOR OUR  
NEIGHBORS**

APPROVED AS TO AVAILABILITY OF  
FUNDS:

By: Jesse Hernandez Pino

Title: Executive Director

Kevin Crumbo/mw  
Director of Finance

APPROVED AS TO FORM AND  
LEGALITY

Nicki Ebe  
Metropolitan Attorney

BL

FILED IN THE OFFICE OF THE CLERK:

Austin Kyle  
Metropolitan Clerk 4/5/2024 | 4:50 PM CDT

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
GRANT SPENDING PLAN**

<b>RECIPIENT NAME:</b>	Tennessee Justice for Our Neighbors
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: <span style="float: right;">(July 1 2024 through June 30 2026)</span>					
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS 7/1/2024 through 6/30/2025	METRO GRANT FUNDS 7/1/2025 through 6/30/2026	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$330,351.39	\$352,036.00		\$682,387.39
	Benefits and Taxes [11%]	\$36,338.65	\$38,723.96		\$75,062.61
	Professional Fees				\$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 (10% Indirect)	\$36,669.00	\$39,076.00		\$75,745.00
	<b>GRAND TOTAL</b>	\$403,359.05	\$429,835.96	\$0.00	\$833,195.00

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**Metropolitan Government of Nashville and Davidson County  
Recipient of Metro Grant Funding  
Non-Profit Grants Manual Receipt Acknowledgement**

Department of Finance  
700 President Ronald Reagan Way, STE  
201  
Nashville, Tennessee 37210

Recipient Name: **Tennessee Justice for Our Neighbors**

March 15, 2024

As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following:

[www.nashville.gov/departments/finance/grants-and-accountability/grants](http://www.nashville.gov/departments/finance/grants-and-accountability/grants)

- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

*\*Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*



Signature of Authorized Representative

Name: Tessa Lemos Del Pino

Title: Executive Director

Agency Name: Tennessee Justice for Our Neighbors

Date: March 15, 2024

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 County, 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.

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Kevin Crumbo/mju

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*

*Russ Bradford*

*Jerry Wild*

*Buffy Miller*

*Zulfat Suara*

*Emily Brown*

*David Huff*

*Kiyomichi Johnson*

*Frank*

*Brenda C. Gadd*

*Jerry V.B.*

*Quinn Evans Segall*



# 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



### 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.



### 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

## Submitted by:



TENNESSEE  
Immigrant  
& Refugee  
Rights  
COALITION



Tennessee Justice For Our Neighbors

February 2024

ARCHIVE

## 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<sup>1</sup> and more than 100 languages are spoken in Metro Public Schools,<sup>2</sup> 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

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<sup>1</sup> US Census Bureau 2020 ACS 5-year estimate data profile

<sup>2</sup> MNPS Office of English Language Learners

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

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

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,<sup>3</sup> 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.

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<sup>3</sup> [Eligible to Naturalize Dashboard | USCIS](#)

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

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,

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

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

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.

<b>Budget Category</b>	<b>Year 1 (July 2024 - June 2025)</b>	<b>Year 2 (July 2025 - June 2026)</b>	<b>Total</b>
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
<b>TOTAL:</b>	<b>\$381,000</b>	<b>\$422,492</b>	<b>\$803,492</b>

### **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.

<b>Budget Category</b>	<b>Year 1 (July 2024 - June 2025)</b>	<b>Year 2 (July 2025 - June 2026)</b>	<b>Total</b>
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
<b>TOTAL:</b>	<b>\$409,367</b>	<b>\$429,836</b>	<b>\$839,203</b>

# ORIGINAL

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***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 PM 12:08  
FILED METROPOLITAN CLERK

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*Introduced* MAR 07 2024

*Amended* \_\_\_\_\_

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*Adopted* MAR 07 2024

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*Approved* MAR 08 2024

By   
*Metropolitan Mayor*

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

DEPARTMENT OF THE TREASURY

Date: **MAR 07 2014**

TENNESSEE JUSTICE FOR OUR NEIGHBORS  
2195 NOLENSVILLE ROAD  
NASHVILLE, TN 37211

Employer Identification Number:  
46-0872616  
DLN:  
17053346314022  
Contact Person:  
JOHN M WHITE ID# 52118  
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:  
October 10, 2012  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

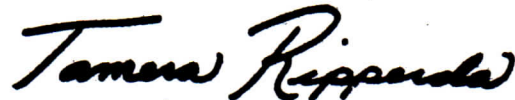
Dear Applicant:

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 Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947

**BYLAWS  
OF  
TENNESSEE JUSTICE FOR OUR NEIGHBORS**

**ARTICLE I  
CORPORATION**

**SECTION 1.1. Corporate Name.** The name of the corporation shall be Tennessee Justice For Our Neighbors ("TN JFON"), a Tennessee public benefit corporation organized pursuant to the Tennessee Nonprofit Corporation Act, as amended (the "Act"). The Board of Directors may designate other names for specific activities and programs as it deems appropriate.

**SECTION 1.2. Corporate Offices.** The corporation shall have and continuously maintain in the State of Tennessee a registered office and registered agent. The corporation shall have a principal office at 2007 Acklen Avenue, Nashville, Tennessee 37212, or at such other place as shall be designated by the board and may have other offices within or without the State of Tennessee as the board may from time to time determine.

**SECTION 1.3. Corporate Purposes.** The corporation is organized exclusively for the following charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code (the "Code"):

- (A) to provide high-quality, free legal services to immigrants and low-income individuals;
- (B) to provide charitable support services for new immigrants;
- (C) to engage in advocacy on behalf of our immigrant neighbors;
- (D) to engage in other activities in furtherance of such purposes or exercise any and all powers, rights, and privileges as may be authorized by the Charter of this corporation and that are permitted to be carried on by an entity either (i) exempt from Federal income taxation under Section 501(c)(3) of the Code, or (ii) to which contributions are deductible under Section 170(c)(2) of the Code.

Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purpose of this corporation.

**SECTION 1.4. Restrictions on Purpose and Activities.** Notwithstanding any other provisions of these bylaws to the contrary, the following restrictions shall apply to the purposes, operations and activities of the corporation:

(A) the purposes of the corporation shall in all events be religious, charitable, scientific, literary and/or educational within the meaning of Section 501(c)(3) of the Code and shall be consistent with the requirements of Section 501(c)(3) and either Section 509(a)(2) or Section 509(a)(3) of the Code and all applicable Treasury Regulations issued there under;

(B) no part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, employees or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;

(C) no substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, nor intervene in (including the publishing or distribution of statements) any political campaign on behalf of, or in opposition to, any candidate for public office except as authorized under the Code; and

(D) the 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 Code, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

**SECTION 1.5. Members.** The corporation shall not have any members.

## **ARTICLE II** **BOARD OF DIRECTORS**

**SECTION 2.1. Governance.** The policy making powers of the corporation shall be vested in and exercised by the board that shall have charge, control and responsibility for the management of the policies, property, affairs and funds of the corporation and that shall alone determine compliance with the corporation's stated purposes and have the power and authority to do and perform all acts or functions not inconsistent with these bylaws or the corporation's charter. Specifically, the board is authorized and empowered to create, appoint, establish or name such committees, councils, or other person or persons to exercise some or all of the powers that would otherwise be exercisable by the board as the board shall deem necessary or appropriate and shall have the power by resolution to delegate and designate those powers, rights and privileges of the board that shall be vested in and exercised by one or more such committees, councils, or other person or persons to the extent permitted by the charter of the corporation, these bylaws and the applicable provisions of the Act

**SECTION 2.2. Number and Composition; Initial Board.** The number of members of the board of directors shall be not less than seven (7) nor more than twenty-four (24). The initial board shall consist of the sitting board members of JFON Tennessee at the time

of state registration of the organization. Initial board members will serve out the remainder of their existing terms and may be elected to an additional term according to section 2.3 below if eligible. Successors to the initial board of directors shall be elected as set forth in Section 2.3. The specific number of directors shall be set and established from time to time by resolution of the board adopted by two-thirds (2/3) vote of the members of the board then in office; provided, however, that the number of directors shall not be less than the number authorized by this Section 2.2.

Any person employed by the corporation is not eligible for membership on the board. At least one representative from each clinic task force will serve on the board in his or her capacity as a task force member. Any such representative(s) will be selected by the Nominations Committee in accordance with the procedure set forth herein. In the event that such a representative ceases to serve on the clinic task force he or she was intended to represent, the Nominations Committee will replace him or her with an active participant in the clinic task force.

This corporation is committed to a policy of fair representation on the board of directors, which does not discriminate on the basis of race, national origin, physical handicap, sex, color, religion, sexual orientation, or age.

**SECTION 2.3. Election and Term.** The Chair shall appoint a Nominations Committee annually in September to present a list of nominees for election to the Board of Directors at the meeting of the Board in December.

Each member of the board of directors, other than the initial members of the board as designated in Section 2.2, shall be nominated by the Nominations Committee and elected by the members of the board of directors then serving as provided in Section 2.6 of these bylaws. Directors shall be elected for three (3) years. Following the first year, there will be three classes for the purpose of staggering the terms of the board members.

Directors may be re-elected for an additional term, for a total of six (6) years of service, but then must take one year off before rejoining the board if so invited. A director who shall be elected to the board to fill any vacancy on the board shall serve for the remainder of the unexpired term that such director was filling and may be reelected for two full additional terms if the time left on the unexpired term is less than one year. Notwithstanding that a director may be elected for a designated term, a director shall continue to serve as a director until his successor has been nominated and elected pursuant to the provisions of these bylaws.

**SECTION 2.4. Qualifications of Board Members.** To be eligible for board membership election, a candidate shall be a natural person who, at the time of election, shall be at least 21 years of age and who shall, in the determination of the board, (1) exemplify qualities of honesty, integrity, and sound moral character and (2) be committed to support and uphold the purposes, mission and general policies of the corporation and have a willingness and ability to devote necessary time to board activities. At least one (1) board member shall be a licensed and qualified attorney.

**SECTION 2.5. Executive Director.** The board of directors shall nominate and elect an Executive Director of the corporation whose responsibilities shall include managing the day-to-day operations of the corporation and generally furthering the purposes of the corporation. The Board shall defer to the Executive Director or, if the Executive Director is not a Tennessee licensed attorney, to the Legal Director in making legal administration decisions related to the clients of the corporation, including, but not limited to, client selection, management of cases, case load, and similar activities, in order to comport with the Model Rules of Professional Responsibility. The licensed and qualified attorney board member may supervise and consult on legal operations matters in lieu of the Executive Director as need warrants. Notwithstanding the foregoing, the board may set general corporation policies as to the goals and types of cases that the corporation will support.

**SECTION 2.6. Method of Election; Vacancies.** The board of directors shall nominate (or a nominating committee if one has been established) and elect members of the board, fill vacancies on the board as often as vacancies occur, whether such vacancies are due to expansion, resignation, expiration of term, death or for any other reason and designate the term of service of each elected member of the board consistent with these bylaws. In the event only one candidate is nominated to fill any vacant seat, the candidate so nominated shall be elected by a vote of a majority of the directors then in office. In the event two or more candidates are nominated to fill any vacant seat, the candidate with the greatest number of votes cast by the directors then in office shall be elected to such seat.

**SECTION 2.7. Resignation and Removal.** Any director may resign at any time by giving written notice of such resignation to the board of directors. Any director may be removed from the board of directors with or without cause by an affirmative vote of the majority of directors of the board. Notice of the proposed removal will be given to members with the notice of the meeting. The director involved will be given an opportunity to be present and to be heard at the meeting at which his or her removal is considered.

**SECTION 2.8. Quorum and Voting Requirements.** A quorum of the board shall consist of a majority (one-half of the board plus one member) of the directors in office immediately before a meeting begins.

Except as otherwise provided in these Bylaws or in the Charter of this corporation, or by law, no business shall be considered by the board at any meeting at which a quorum, as defined herein, is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn.

The Directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of directors from the meeting, provided that any action thereafter must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required law, or the charter or bylaws of the corporation.

If a quorum is present when a vote is taken, then, except as provided otherwise herein, in the charter or by applicable law, the affirmative vote of a majority of directors present is the act

of the b. If a board member is not present for at least 75% of the meetings during a single calendar year, the seat may be declared vacant.

There will be no proxy voting. A tally of the individual votes will be made and recorded in the minutes or records of the corporation.

**ARTICLE III**  
**MEETINGS OF THE BOARD OF DIRECTORS**

**SECTION 3.1. Regular Meetings of the Board.** The meetings of the board shall be held to further the purposes of the corporation. These meetings may be held at such times and places as the board determines, but no less than four (4) times a year. The Executive Committee shall set the time and place of the meetings. Electronic or teleconferencing meetings may be held as the Chair or Executive Committee deems appropriate.

**SECTION 3.2. Special Meetings of the Board.** Special meetings may be called by the Chair or at the request of at least one-third of the members of the Board of Directors on a minimum of two days written notice (including electronic means), for the purpose specified in the notice.

**SECTION 3.3. Notice of Board Meeting.** Notice of regular board meetings will be sent at least one week in advance. Meeting notices will be delivered personally or sent by mail or electronic means to each director at her/his address as shown in the records of the corporation.

**SECTION 3.4. Action by Written Consent.** Any action required or permitted to be taken by the directors of the corporation may be taken without a meeting on written consent, if all directors consent to taking such action without a meeting. In such case, the affirmative vote of the number of directors that would be necessary to authorize such action at a meeting shall be considered the action of the board. The written consent shall set forth the action taken and shall be signed by each director, indicating each director's vote or abstention on the action.

**SECTION 3.5. Meeting by Telephone or Video Conference.** At the prerogative of the board, all members of the board or of any committee of the board may participate in and act at any meeting of such board or committee by means of conference telephone, video or other similar communication equipment so long as all persons participating in the meeting can simultaneously hear each other; provided that a majority of such members consent in writing to the recording of the minutes of such communications and provided that such recording is in fact made and becomes a part of the official corporate records. Participation in such a meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

**SECTION 3.6. Waiver of Notice.** A director may waive in writing notice of any meeting of the board either before or after the meeting, and such waiver shall be deemed the equivalent of giving notice. Attendance of a director at a meeting waives any required notice of the meeting, unless the director at the beginning of the meeting objects to holding the meeting or

transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

**SECTION 3.7. Compensation and Disclosure.** Board members shall serve without compensation. However, from time to time the corporation may enter into agreements or activities with board members or the companies or organizations they represent which may benefit them or their companies financially. Such relationships shall be fully disclosed to the board before entering into such agreements and shall apply with the corporation's conflict of interest policy. Board members must abstain from voting on any matter in which they or their company may be involved financially.

**SECTION 3.8. Adjournment.** A meeting of the board may be adjourned. At an adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

#### **ARTICLE IV** **BOARD COMMITTEES**

**SECTION 4.1. General Committees.** Committees of the board may be standing or special as designated by the board from time to time and shall be authorized or established by the board. Committees may be created or terminated at any time by resolution of the board. Except as provided in the Act, members of any standing or special committee may be members of the board or other natural persons, and they shall serve at the pleasure of the board. Subject to limitations imposed by applicable law, such committees shall have such authority as shall be delegated by the board.

The chair of each committee shall be appointed by the Chair of the corporation who shall act with the board's approval. After consultation with the committee chair, the Chair of the committee will appoint committee members. The studies, findings, and recommendations of all committees will be reported to the board of directors for consideration and action, except as otherwise ordered by the board of directors. Committees may adopt such rules for the conduct of business as are appropriate and as are not inconsistent with these bylaws, the articles of incorporation, or state law.

**SECTION 4.2. Appointment.** Committees may be appointed by the board for such tasks as circumstances warrant. A committee shall limit its activities to the accomplishment of the tasks for which it is appointed and shall have no power to act except as specifically conferred by action of the board. The board shall appoint a member of the committee to serve as chairman.

**SECTION 4.3. General Committee Procedures.** Each committee shall record minutes of its deliberations, recommendations and conclusions and shall promptly deliver a copy

of such minutes to the secretary of the corporation. Reasonable notice of the meetings of any committee shall be given to the members thereof. The committee chairman may invite to any committee meeting such individuals as he or she may select who may be helpful to the deliberations of the committee. A majority of the members of each committee shall constitute a quorum for the transaction of business and the act of a majority of the members of any committee present at a meeting at which a quorum is present shall be the action of the committee. Each committee may operate through the establishment of one or more subcommittees to be composed of such members of the committee and to have such duties and responsibilities as shall be delegated to the subcommittee by the committee. Each committee may adopt rules for its own operations and that of its subcommittees not inconsistent with these bylaws, the policies of the board, the charter of the corporation, or the Act.

## ARTICLE V OFFICERS OF THE CORPORATION

**SECTION 5.1. Designation of Corporate Officers.** The officers of the corporation are authorized to act collectively on behalf of the board of directors when matters require immediate attention. Such actions shall be reported to the Board of Directors immediately. The board of directors shall elect the new officers of the corporation annually at the December board meeting for service during the following fiscal year. The officers are: Chair, Vice-Chair, Secretary, Treasurer and others as deemed necessary.

Any officer of the corporation, in addition to the powers conferred upon him or her by these bylaws, will have such additional powers and perform such additional duties as may be prescribed from time to time by the board.

**SECTION 5.2. Term and Removal.** An officer may be elected or appointed for a designated term or for an unspecified term but shall continue to hold office until a successor shall have been duly elected or appointed in accordance with these bylaws. Any two (2) or more offices may be held by the same person except the offices of Chair and Secretary. Any officer may be removed from office at any time with or without cause by action of the board of directors. Removal of an officer also constitutes removal from the board and as a member of any committees.

**SECTION 5.3. Duties of the Chair.** The Chair will be the chief executive officer of the corporation. It will be the duty of the Chair to preside at all meetings of the board of directors and to have general supervision of the affairs of the corporation. He or she will execute on behalf of the corporation all contracts, deeds, conveyances, and other instruments in writing that may be required or authorized by the board of directors for the proper and necessary transaction of the business of the corporation. The Chair shall also perform such other duties as may from time to time be assigned by the board of directors.

**SECTION 5.4. Duties of the Vice-Chair.** The Vice-Chair serves as the Chair in the absence of the Chair and shall have other responsibilities as designated by the board. It will be the duty of the Vice-Chair to act in the absence or disability of the Chair and to perform such other duties as may be assigned to him or her by the Chair of the board. In the absence of the

Chair, the execution by the Vice-Chair on behalf of the corporation of any instrument will have the same force and effect as if it were executed on behalf of the corporation by the Chair.

**SECTION 5.5. Duties of the Secretary.** The secretary shall act as a secretary of the corporation and the board, shall send appropriate notices or waivers of notice regarding board meetings, shall prepare agendas and other materials for all meetings of the board, shall act as official custodian of all records, reports and minutes of the corporation, the board and all committees, shall be responsible for the keeping and reporting of adequate records of all meetings of the board, shall certify as to actions taken by the board, shall authenticate records of the corporation and shall perform such other duties as are customarily performed by or required of corporate secretaries.

**SECTION 5.6. Duties of Treasurer.** The treasurer shall have charge and custody of, and be responsible for, all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the directives of the board of directors, taking proper vouchers for such disbursements, and render to the board of directors, an accounting of all the transactions of the treasurer and of the financial condition of the corporation, ensuring that the corporation's finances are managed in compliance with board-approved financial management policies; and in general perform all duties incident to the office of treasurer and such other duties as may from time to time be assigned to him or her by the president or by the board of directors.

**SECTION 5.7. Additional Officers.** The board of directors may also elect such other officers as the needs of the corporation may require.

**SECTION 5.8. Vacancies.** In the event any office becomes vacant, the board of directors shall elect a successor to act for the duration of the term of office. The election may occur at any regular or special board meeting or by written resolution.

## **ARTICLE VI** **FISCAL MATTERS**

**SECTION 6.1. Fiscal Year.** The fiscal year of the corporation shall commence on January 1 of each year and shall end on December 31 of each year, except as the board in its discretion shall otherwise determine.

**SECTION 6.2. Contracts.** The board of directors may authorize any officers or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

**SECTION 6.3. Loans and Indebtedness.** No loans shall be contracted on behalf of the corporation, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board. Such authority may be general or confined to specific instances. No loan shall be granted to an officer or director of the corporation.

**SECTION 6.4.** Checks, Drafts, Etc. The board of directors shall determine, by resolution, the authority to approve and sign all checks, drafts or orders for the payment of money or other evidences of indebtedness issued in the name of the corporation. In the absence of such determination by the board, such instruments shall be signed by the Treasurer [not the Chair too?]and countersigned by such officers or agents as the board designates.

**SECTION 6.5.** Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as shall be approved by the board.

The Board of Directors shall have the power to select depositories and investments for funds, to direct expenditures and to determine the method and manner of signing checks, notes and other instruments binding on the corporation.

**SECTION 6.7.** Gifts. The board may accept on behalf of the corporation any contribution, gift, bequest or devise for the general or any special purposes of the corporation.

**SECTION 6.8.** Investment Authority. The board of directors shall be authorized to retain assets distributed to the corporation, even though such assets may constitute an over-concentration in one or more similar investments. Further, the board of directors shall have the authority to make investments in unproductive property, or to hold unproductive property to the extent necessary until it can be converted into productive property at an appropriate time, provided the retention of such property is in the best interest of the corporation and does not in any way jeopardize the tax-exempt status of the corporation.

**SECTION 6.9.** Budget. The board shall prepare and adopt an annual budget at its first meeting each fiscal year or at such other time that the board deems appropriate.

**SECTION 6.10.** Programs and Affiliations. The Board of Directors may authorize the organization and development of such program(s) as may be found expedient for the provision of service to the community, consistent with the statement of organizational purpose contained herein. When deemed appropriate, the Board shall authorize the corporation to enter into agreements for affiliation with other organizations and for cooperative arrangements with organizations and agencies that would assist in the attainment of the purposes of the corporation.

## ARTICLE VII PERSONNEL

All staff are employed in accordance with the provisions of these bylaws and in accordance with the personnel policies established by the board of directors.

**ARTICLE VIII**  
**INDEMNIFICATION; LIMITATION OF PERSONAL LIABILITY**

**SECTION 8.1. Scope of Indemnification.** Once the corporation has obtained 501(c)(3) status, the corporation will purchase and maintain insurance for purposes of indemnification on behalf of any or all persons as permitted under the Act. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the corporation) by reason of the fact that he is or was serving as an officer or director of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation against expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith for a purpose that he reasonably believed to be in the best interest of the corporation, and, in criminal actions or proceedings, he had no reasonable cause to believe that his conduct was unlawful, to the maximum extent permitted by and in the manner provided by the Tennessee Nonprofit Corporation Act. The corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding.

**SECTION 8.2. Advance for Expenses.** The corporation shall pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding in advance of final disposition of the proceeding if: (1) the director or officer furnishes the corporation a written affirmation of his good faith belief that he has met the standard of conduct described in Section 7.1 of this Article or is immune from suit under Section 48-58-601 of the Tennessee Nonprofit Corporation Act; (2) the director or officer furnishes the corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he is not entitled to indemnification; and (3) a determination is made that the facts then known to those making the determination would not preclude indemnification under the Tennessee Nonprofit Corporation Act. The undertaking required of the director or officer must be an unlimited general obligation of the director or officer, but may be unsecured and may be accepted without reference to financial ability to make repayment. The determination and authorization of payments under this section shall be governed by Section 48-58-506 of the Tennessee Nonprofit Corporation Act.

**SECTION 8.3. Insurance.** The corporation shall have power to purchase and maintain insurance on behalf of any person, who is or was an officer, director, employee, or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power or would be required to indemnify him against such liability under the provisions of this Article.

**SECTION 8.4. Limitation of Personal Liability.** Under the authority of Section 48-52-102(b)(3) of the Tennessee Nonprofit Corporation Act, a Director shall not be personally liable to the Corporation for monetary damages for breach of fiduciary duty as a Director except that this provision shall not eliminate or limit the liability of a Director: (1) for any breach of duty of loyalty to the Corporation; or (2) For any acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (3) for any unlawful distribution of assets in violation of Section 48-58-304 of the Tennessee Nonprofit Corporation Act.

**ARTICLE IX**  
**AMENDMENTS**

These bylaws may be amended or repealed by a two-thirds (2/3) vote of the directors then if office at any regular or special Directors meeting. Notice of proposed changes shall be provided to the Board of Directors at least thirty (30) days prior to the meeting, or may be waived by written consent of all the directors.

**ARTICLE X**  
**DISSOLUTION OF THE CORPORATION**

**SECTION 10.1.**

Dissolution of this corporation may be made by a 2/3 vote of the total board of directors. Any such dissolution shall be in compliance with the laws of the state of Tennessee. A motion to dissolve the corporation shall include a proposal to dispose of remaining assets. If the board chooses to dissolve the corporation, the corporation must deliver to the Secretary of State for filing articles of dissolution and termination. Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

**SECTION 10.2.**

**Corporate Dissolution.** Upon the dissolution of the corporation, after paying or making provision for the payment of all of the liabilities and obligations of the corporation, the assets of the corporation shall be distributed to such organizations as may be designated by the board of directors, in amounts and percentages as determined by the board, provided that the foregoing are exempt from federal income taxation under Section 501(c)(3) of the Code. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine that are organized and operated exclusively for such purposes, provided that such organization(s) are exempt from federal income taxation under Section 501(c)(3) of the Code.

**ARTICLE XI**  
**CORPORATE RECORDS**

The corporation shall keep at its principal office the original or a copy of its charter and bylaws as amended to date. The corporation shall keep adequate and correct books and records of accounts and written minutes of the proceedings of the board and committees of the board. The corporation shall keep an accurate record of the names and addresses of the board of directors. All such records shall be kept at such place or places designated by the board. Upon leaving office, each officer, employee, or agent of the corporation shall turn over to his or her successor, in good order, such corporate monies, books, records, minutes, lists, documents, contracts, or other property of the corporation as have been in the custody of such officer, employee, or agent during his or her term of office. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation. Upon receiving 501(c)(3) status, an independent audit of the books and records of the corporation shall be conducted annually. The audit report shall be presented to the board of directors within thirty (30) days of its completion.

**ARTICLE XII**  
**NONDISCRIMINATION**

The Corporation shall not discriminate against any person on the basis of race, color, sex, national origin, religion, disability, age, sexual orientation and any other basis prohibited by law. This policy of nondiscrimination applies to the hiring of personnel, election of board members, provision of services to the public, contracting for and purchasing of services and all other activities of the Corporation. This policy of nondiscrimination includes, but is not limited to, a commitment to full compliance with Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any subsequent amendments to these statutes.

**ARTICLE XIII**  
**EXEMPT STATUS**

The corporation has been organized and will be operated exclusively for exempt purposes within the meaning of Section 501(c)(3) of the Code and, as such, will be exempt from taxation under Section 501(a) of the Code. The corporation intends to apply for recognition of its exempt status by filing Internal Revenue Service Form 1023. Any provision of these bylaws or of the charter which would in any manner adversely affect the corporation's tax exempt status shall be void and shall be deleted or modified as necessary to comply with all applicable federal and state requirements for the maintenance of the corporation's tax exempt status.


**ARTICLE XIV**  
**SEVERABILITY**

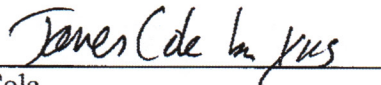
The provisions of these bylaws shall be deemed independent and severable and the invalidity, partial invalidity, or unenforceability of any provision or portion hereto shall not affect the validity or enforceability of any other provision thereof unless the deletion of such invalid or unenforceable provision shall destroy the corporation's development and operation.

**CERTIFICATE**

The undersigned, Katherine Friskics-Warren / James Cole, incorporators of Tennessee Justice For Our Neighbors (TN JFON), hereby certifies that the foregoing bylaws of Tennessee Justice For Our Neighbors were duly adopted by action of the corporation effective as of this 23 day of October, 2012.

INCORPORATORS:

  
Katherine Friskics-Warren

  
James Cole

Adopted by Board vote  
10/23/12

## Appendix A: Sample Conflict of Interest Policy

Note: Items marked *Hospital insert* – for hospitals that complete Schedule C are intended to be adopted by hospitals.

### Article I Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### Article II Definitions

#### 1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

#### *[Hospital insert – for hospitals that complete Schedule C*

*If a person is an interested person with respect to any entity in the health care system of which the organization is a part, he or she is an interested person with respect to all entities in the health care system.]*

#### 2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### Article III Procedures

#### 1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

#### 2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### 3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

TENNESSEE JUSTICE FOR OUR NEIGHBORS  
FINANCIAL STATEMENTS  
AND INDEPENDENT AUDITORS' REPORT  
YEAR ENDED DECEMBER 31, 2022

TENNESSEE JUSTICE FOR OUR NEIGHBORS  
FINANCIAL STATEMENTS  
AND INDEPENDENT AUDITORS' REPORT  
YEAR ENDED DECEMBER 31, 2022

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Tennessee Justice For Our Neighbors  
Nashville, Tennessee

### **Opinion**

We have audited the accompanying financial statements of Tennessee Justice for Our Neighbors (a nonprofit organization) (the "Organization"), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

(Continued)

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*Brown & Maguire CPAs, PLLC*

Brown & Maguire CPAs, PLLC  
Nashville, Tennessee  
June 14, 2023

TENNESSEE JUSTICE FOR OUR NEIGHBORS  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2022

ASSETS

**Current Assets:**

Cash and cash equivalents	\$ 712,340
Accounts receivable	4,400
Grants and contributions receivable	140,310
Prepaid expenses	6,687
Deposit	<u>2,254</u>
Total current assets	<u>865,991</u>

**Fixed Assets:**

Equipment	10,597
Leasehold improvements	5,033
Less: accumulated depreciation	<u>(4,692)</u>
Total fixed assets, net	<u>10,938</u>

Total assets	<u>\$ 876,929</u>
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LIABILITIES AND NET ASSETS

**Current Liabilities:**

Accounts payable	\$ 2,358
Accrued expenses	<u>16,499</u>
Total current liabilities	<u>18,857</u>

**Net Assets:**

Without donor restrictions	630,400
With donor restrictions	<u>227,672</u>
Total net assets	<u>858,072</u>

Total liabilities and net assets	<u>\$ 876,929</u>
----------------------------------	-------------------

The accompanying notes are an integral part of these financial statements.

TENNESSEE JUSTICE FOR OUR NEIGHBORS  
STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED DECEMBER 31, 2022

	<b>Without Donor Restrictions</b>	<b>With Donor Restrictions</b>	<b>Total</b>
<b>Support and revenue</b>			
Contributions .....	\$ 161,842	\$ 2,350	\$ 164,192
Grants .....	175,277	591,381	766,658
Special events net of costs of \$1,874 .....	50,662	-	50,662
Program service fees .....	13,400	-	13,400
Interest income .....	2,863	-	2,863
Net assets released from restrictions .....	452,355	(452,355)	-
Total support and revenue .....	<u>856,399</u>	<u>141,376</u>	<u>997,775</u>
<b>Expenses</b>			
Program services .....	632,663	-	632,663
Management and general .....	39,500	-	39,500
Fundraising .....	15,001	-	15,001
Total expenses .....	<u>687,164</u>	<u>-</u>	<u>687,164</u>
Change in net assets .....	169,235	141,376	310,611
Net assets at beginning of year .....	461,165	86,296	547,461
Net assets at end of year .....	<u>\$ 630,400</u>	<u>\$ 227,672</u>	<u>\$ 858,072</u>

The accompanying notes are an integral part of these financial statements.

TENNESSEE JUSTICE FOR OUR NEIGHBORS  
STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2022

	<b>Supporting Services</b>			<b>Total</b>
	<b>Program Services</b>	<b>Management and General</b>	<b>Fundraising</b>	
Accounting	\$ 18,469	\$ 11,709	\$ -	\$ 30,178
Bank fees	330	20	-	350
Depreciation	2,442	32	10	2,484
Dues and subscriptions	2,803	260	10	3,073
Grants	40,875	-	-	40,875
Insurance	1,165	50	25	1,240
Marketing	658	164	-	822
Office supplies	8,435	1,310	127	9,872
Payroll	506,257	22,077	12,662	540,996
Phone and internet	2,518	68	68	2,654
Postage	6,284	75	314	6,673
Printing	4,505	454	-	4,959
Professional development	4,888	1,982	-	6,870
Program expenses	836	-	-	836
Rent	15,070	147	447	15,664
Technology	17,128	1,152	1,338	19,618
Total expenses	<u>\$ 632,663</u>	<u>\$ 39,500</u>	<u>\$ 15,001</u>	<u>\$ 687,164</u>

The accompanying notes are an integral part of these financial statements.

TENNESSEE JUSTICE FOR OUR NEIGHBORS  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2022

<b>Cash flows from operating activities:</b>	
Increase in net assets	\$ 310,611
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	2,484
Decrease in accounts receivable	2,800
Increase in grants receivable and contributions receivable	(109,694)
Decrease in employee retention credit receivable	78,049
Increase in prepaid expenses and other assets	(6,687)
Increase in accounts payable and accrued expenses	<u>16,257</u>
Net cash provided by operating activities	<u>293,820</u>
<b>Cash flows from investing activities:</b>	
Purchase of equipment	<u>(6,843)</u>
Net cash used in investing activities	<u>(6,843)</u>
<b>Cash flows from financing activities:</b>	
Net cash provided by (used in) financing activities	<u>-</u>
Net increase in cash and cash equivalents	286,977
Cash and cash equivalents, at beginning of the period	<u>425,363</u>
Cash and cash equivalents, at end of the period	<u>\$ 712,340</u>
<b>Cash paid for interest</b>	<u>\$ -</u>
<b>Cash paid for taxes</b>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

TENNESSEE JUSTICE FOR OUR NEIGHBORS  
NOTES TO THE FINANCIAL STATEMENTS  
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2022

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**1. Description of the Organization and Summary of Significant Accounting Policies**

Tennessee Justice for Our Neighbors (the “Organization”) is a not-for-profit organization, created by the United Methodist Committee on Relief as part of a national network of immigration legal clinics. Launched in 1999, the Organization continues to provide free or affordable immigration legal services, advocate for immigrant rights, and educate the public on immigration issues. In January 2020, the Organization launched Families Together, a free six-session educational program designed to enable noncitizen parents to better understand the U.S. immigration system and more fully participate in their immigration case. The Organization uses volunteers as well as paid staff to provide legal assistance and is supported primarily through donor contributions and grants.

*Basis of Presentation*

The accompanying financial statements were prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

*Cash and Cash Equivalents*

For purposes of the statements of cash flows, the Organization considers all cash funds and cash bank accounts with an original maturity of three months or less to be cash and cash equivalents.

*Contributions and Support*

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor restrictions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. Approximately 25.8% of the Organization’s support for the year ended December 31, 2022 came from two donors.

*Property and Depreciation*

Property and equipment are recorded at cost or at fair value as of the date purchased or contributed. Costs of maintenance and repairs are charged to expense as incurred. Depreciation is provided on the straight-line method over the estimated lives of the respective assets ranging from 4 to 15 years. Leasehold improvements are amortized over a period of 15 years.

TENNESSEE JUSTICE FOR OUR NEIGHBORS  
NOTES TO THE FINANCIAL STATEMENTS  
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2022

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*Donated Materials and Services*

Donated materials and equipment, if any, are reflected as contributions in the accompanying statements at their estimated values at the date of receipt. Contributions of donated services that create or enhance nonfinancial assets, or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received. Additionally, a number of unpaid volunteers have made significant contributions of their time to assist with legal services, fund-raising and special projects. However, these services do not meet the requirements above and have not been recorded.

*Income Taxes*

The Organization, which is not a private foundation, is exempt from federal and state income taxes under section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been made. Additionally, as of December 31, 2022, the Organization has accrued no interest and no penalties related to uncertain tax positions. It is the Organization's policy to recognize interest and/or penalties related to income tax matters in income tax expense. The Organization is no longer subject to examination by federal and state taxing authorities for tax years ending prior to the tax year ended December 31, 2019.

*Program and Supporting Services*

The following program and supporting services were included in the accompanying financial statements.

**Program Services**—Includes activities carried out to fulfill the Organization's mission to provide free or low-cost, compassionate immigration legal services to immigrants, educate the public and faith-based communities about issues related to immigration, and advocate for immigrant rights.

**Management and General**—Includes the functions necessary to ensure an adequate working environment and costs not identifiable with a single program. Includes costs associated with providing coordination and articulation of the Organization's program strategy, business management, general record keeping, budgeting and related purposes.

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

TENNESSEE JUSTICE FOR OUR NEIGHBORS  
 NOTES TO THE FINANCIAL STATEMENTS  
 AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2022

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*Allocation of Functional Expenses*

The costs of providing the various programs and other activities have been summarized on a functional basis as program, management and fundraising in the statements of functional expenses. Additionally, the statement of activities and functional expense reports certain expenses as being attributable to multiple functions. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses are allocated on the basis of estimates of time and effort.

*Advertising Costs*

Advertising costs are expensed as incurred. There was \$822 of advertising expense incurred during the year ended December 31, 2022.

*Use of Estimates*

The preparation of financial statements in accordance with accounting principles generally accepted in the United States requires management of the Organization to make estimates and assumptions that affect the reported assets and liabilities and contingency disclosures at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

*Fair Value of Financial Instruments*

The carrying value of current assets and current liabilities approximate fair value due to the short maturities of these instruments.

**2. Liquidity and Availability of Financial Assets**

The following reflects the Organization's financial assets as of December 31, 2022, reduced by any amounts not available for general use because of contractual or donor-imposed restrictions within one year of the balance sheet date:

Financial assets .....	\$ 484,668
Financial assets available to meet cash needs for general expenditures within one year.....	\$ 484,668

As part of the Organization's liquidity management, the Organization structures its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

TENNESSEE JUSTICE FOR OUR NEIGHBORS  
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AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2022

### 3. Accrued Expenses

Accrued expenses balance at December 31, 2022 was \$16,499. The balance consisted of payroll and payroll tax liabilities.

### 4. Net Assets with Donor Restrictions

Changes in net assets with donor restrictions for the year ended December 31, 2022 were as follows:

	<u>Beginning of Year</u>	<u>Contributions With Donor Restrictions</u>	<u>Released Contributions With Donor Restrictions</u>	<u>End of Year</u>
Afghan Services .....	\$ -	\$ 320,071	\$ (212,344)	\$ 107,727
Families Together ...	86,296	80,200	(79,808)	86,688
Metro Legal Svcs.....	-	157,636	(124,379)	33,257
General Legal Svcs..	-	35,824	(35,824)	-
	<u>\$ 86,296</u>	<u>\$ 593,731</u>	<u>\$ (452,355)</u>	<u>\$ 227,672</u>

### 5. Operating Lease Commitments

The Organization leases certain office space under a non-cancelable operating lease. Future minimum lease commitments under these lease agreements are as follows:

2023 .....	\$ 19,045
2024 .....	-
2025 .....	-
2026 .....	-
2027 .....	-
Thereafter.....	-
	<u>\$ 19,045</u>

### 6. Uncertainties

In March 2020, the novel coronavirus (or “COVID-19”) was deemed a global pandemic by the World Health Organization. COVID-19 has adversely affected, and may continue to adversely affect economic activity globally, nationally and locally. The resulting regulations instituted across the United States to curb COVID-19 have resulted in a significant change in the operation of many businesses, including the potential to directly impact operations of the Organization.

TENNESSEE JUSTICE FOR OUR NEIGHBORS  
NOTES TO THE FINANCIAL STATEMENTS  
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2022

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**7. Recent Accounting Pronouncements**

In February 2016, the Financial Accounting Standards Board (“FASB”) issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this Accounting Standards Update (“ASU”) supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard was effective for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. The adoption of ASU 2016-02 did not have an impact on the Organization’s financial statements.

**8. Subsequent Events**

The Organization has evaluated all events or transactions that occurred after December 31, 2022, through June 14, 2023, the date these financial statements were issued. During this period the Organization did not have any material recognizable events that required recognition in the disclosures to the December 31, 2022 financial statements.

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Subject: Complete with DocuSign: TNJFON Contract - RS2024-271 - For Routing (N0604991xD719A).pdf	
Source Envelope:	
Document Pages: 51	Signatures: 3
Certificate Pages: 15	Initials: 1
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	Vaughn.wilson@nashville.gov
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Kevin Crumbo/mjw maryjo.wiggins@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 4/5/2024 11:07:53 AM Viewed: 4/5/2024 11:51:56 AM Signed: 4/5/2024 11:55:02 AM
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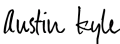
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Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 4/5/2024 11:55:05 AM Viewed: 4/5/2024 12:42:57 PM Signed: 4/5/2024 12:43:08 PM
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Nicki Eke nicki.eke@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 4/5/2024 12:43:12 PM Viewed: 4/5/2024 1:55:26 PM Signed: 4/5/2024 2:04:10 PM
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Austin Kyle shawn.reed@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 4/5/2024 2:04:13 PM Viewed: 4/5/2024 4:47:48 PM Signed: 4/5/2024 4:50:37 PM
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Signer Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Certified Delivered	Security Checked	4/5/2024 4:47:48 PM
Signing Complete	Security Checked	4/5/2024 4:50:37 PM
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