

Grant Number L-99-7115

**GRANT BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY  
AND  
COUNTRY MUSIC FONDATION, INC.**

This Grant, issued and entered into by and between The Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee, ("Metro") and The Country Music Foundation, Inc., 4 Music Square East, Nashville, TN 37203 hereinafter "Grantee," a nonprofit organization as defined in T.C.A. § 6-54-111.

**A. SCOPE OF PROGRAM:**

The purposes for which the funds from this grant may be used are described in the Grantee's Annual Report, which includes, but is not limited to, a copy of its annual audit, its program which serves the residents of Metropolitan Davidson County and the proposed use of the municipal assistance. This Annual Report is on file in the Office of the Metropolitan Clerk and is incorporated herein by reference. Grantee may not use these grant funds for any purposes not described in its annual report and must use these funds for the general welfare of the residents of Metropolitan Davidson County.

**B. PAYMENT TERMS AND CONDITIONS:**

1a. In no event shall the maximum liability of Metro under this Grant exceed **Two Million Dollars (\$2,000,000)**. Grantee shall be paid in four (4) annual installments of Five Hundred Thousand Dollars (\$500,000) each. This amount shall constitute the Grant Price and the entire compensation due the Grantee.

b. Payment of grant funds is contingent upon Metro receiving sufficient motel/hotel tax revenues as determined by its Director of Finance.

2. The Grant Price is firm for the duration of the Grant and is not subject to escalation for any reason, unless amended as provided in Section D.2..

3. Grantee shall continue to admit primary and secondary school children from the Metropolitan Nashville and Davidson County Public Schools free of charge to the Country Music Hall of Fame and Museum.

4. Grantee shall continue to operate the Country Music Hall of Fame and Museum in Davidson County for the next twenty (20) years.

5. Payments to the Grantee shall be made only after receipt of invoice(s) and any supporting information as may be requested by Metro to demonstrate that the funds are used as required by this Grant. All invoices shall be sent to Division of Accounts, Department of Finance, Metropolitan Courthouse, Nashville, TN 37201.

6. No later than three (3) months after termination of this grant, the Grantee shall submit to Division of Internal Audit an audited financial statement performed by a certified public accounting firm with experience in governmental or not-for-profit auditing, as well as, an accounting of actual expenditures of the contributed funds. Any such audit shall be performed in

accordance with generally accepted auditing standards. Such audit shall include and be combined with an audit of all other programs of the Grantee. The existence of more than one contract or Grant between the Grantee and Metro shall not necessitate more than one annual audit of the Grantee. In the event Grantee's fiscal year does not end June 30<sup>th</sup>, two (2) audits covering the entire grant period must be submitted.

7. The payment of an invoice by Metro shall not prejudice Metro's right to object to or question any matter in relation thereto, and such payment by Metro shall not be construed as expenditures covered therein. The Grantee's invoice shall be subject to reduction or repayment to Metro by the Grantee of amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits conducted in accordance with the terms of this Grant, not to constitute allowable expenditures of the Grantee.

#### **C. TERM**

The term of this Grant shall be for a period of four (4) years, commencing on March 15, 1999, and ending on March 14, 2003. Metro shall have no obligation for services rendered by the Grantee which are not performed within this term.

#### **D. STANDARD TERMS AND CONDITIONS**

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

2. This Grant may be modified only by a written amendment that has been executed and approved by the appropriate parties as indicated on the signature page of this Grant and by resolution of the Metropolitan Council.

3. Should the Grantee fail to fulfill its obligations under this Grant or violate any of the terms of this Grant, Metro shall have the right to immediately terminate the Grant and Grantee shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. Grantee shall also return to Metro any and all funds expended for purposes contrary to the terms of this Grant. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by Grantee.

4. The Grantee shall not assign this Grant or enter into a subcontract for any of the services performed under this Grant in whole or in part without the prior written consent of Metro.

5. The Grantee warrants that no part of the total Grant Price shall 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 Grantee in connection with any work contemplated or performed relative to this Grant.

6. The Grantee shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individuals' race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. No individual with a disability nor any individual due to the individuals' race, creed, color, national origin, age, or sex shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant. The Grantee shall, upon request, show proof of

such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

7. The Grantee, being an independent Grantee, agrees to carry adequate public liability and other appropriate forms of insurance.

8. Metro shall have no liability except as specifically provided in this Grant.

9. The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant.


10. The validity, construction and effect of this Grant and any and all extensions and/or modifications thereof shall be governed by the laws and in the courts of the State of Tennessee.

11. Grantee warrants that it is a nonprofit organization eligible to receive municipal grant monies in accordance with Tennessee Code Annotated § 6-54-111, and the regulations issued thereunder.

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

  
Philip Bredesen, Mayor


**GRANTEE:**

  
\_\_\_\_\_

By: \_\_\_\_\_

Title: Director, CMF Inc.

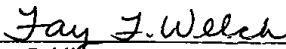
**ATTEST:**

  
Marilyn S. Boring  
Metropolitan Clerk

Sworn to and subscribed to before  
me a Notary Public, this 16<sup>th</sup> day  
of March, 1999.

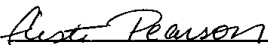
**APPROVED AS TO AVAILABILITY  
OF FUNDS:**

  
Gene Nolan  
Acting Director of Finance

  
Jay J. Welch  
Notary Public

My Commission expires: 1/29/2000

**APPROVED AS TO FORM AND  
LEGALITY:**

  
Rust Pearson  
Metropolitan Attorney