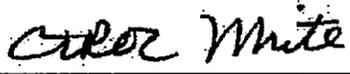


 <h2 style="margin: 0;">GRANT CONTRACT</h2> <p style="margin: 0;">(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)</p>							
Begin Date		End Date		Agency Tracking #		Edison ID	
7/01/2018		6/30/2019		31625-04877		Pursuant to DG 57478	
Grantee Legal Entity Name						Edison Vendor ID	
Creative Parks Nashville							
Subrecipient or Contractor			CFDA #				
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor			Grantee's fiscal year end June 30				
Service Caption (one line only)							
Arts Program Categorical Grants - Arts Project Support (APS)							
Funding —							
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount		
2019	\$ 3,350.00	\$ 0.00	0.00	0.00	\$ 3,350.00		
TOTAL:	\$ 3,350.00	\$ 0.00	0.00	0.00	\$ 3,350.00		
Ownership/Control							
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input checked="" type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:							
Grantee Selection Process Summary							
<input checked="" type="checkbox"/> Competitive Selection			As described in delegated grant authority 57478				
<input type="checkbox"/> Non-competitive Selection							
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GR			
							
Speed Chart (optional)		Account Code (optional)					
3162528000		71304000					

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE ARTS COMMISSION
AND
CREATIVE PARKS NASHVILLE**

This Grant Contract, by and between the State of Tennessee, Tennessee Arts Commission, hereinafter referred to as the "State" and Creative Parks Nashville hereinafter referred to as the "Grantee," is for the provision of Arts Program Categorical services- Arts Project Support (APS), as further defined in the "SCOPE OF SERVICES."

The Grantee is a Non-Profit Corporation.

Grantee Place of Incorporation or Organization: Tennessee

Grantee Edison Vendor ID #

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall plan and execute projects for the purpose of expanding, improving and developing the arts in Tennessee in the single category Arts Project Support (APS) identified below in accordance with application number 31625-04877.

- a. Arts Access (AA): offers direct support for arts projects and/or technical assistance to arts organizations of color and arts project support to organizations whose programs and services primarily benefit diverse cultures of color and/or persons with disabilities.
- b. Arts Education (AE)/Funds at Risk Youth (FAY): aims to integrate the arts into basic school curriculum and to provide arts activities and educational opportunities to under-served and at-risk youth in rural and urban communities in Tennessee. Emphasis on exposure to, experience in, and appreciation of the arts and awakening of natural creativity.
- c. Arts Project Support (APS): provides funds for a wide variety of quality arts and humanities projects and public programs.
- d. Rural Arts Project Support (RAPS): provides funds for a wide variety of arts projects and programs for organizations located in counties with lower population.
- e. Partnership Support (PS) - provides non-project assistance toward ongoing-administrative and programmatic costs. Applicants must be an established, single entity arts-committed organization or an art council or arts center responsible for their own programming.
- f. Major Cultural Institutions (MCI): offers general, non-project-specific support to those well-established Tennessee Arts organizations, which represent the highest level of quality programs and administration.
- g. Cultural Education Partnership (CEP): offers general, non-project support to well-established, free-standing, and accredited 501 (c) (3) college/university level arts educational institutions.
- h. Special Opportunities (SPECOP): provides funds for unexpected but important art activities throughout the Commission's fiscal year.
- i. Technical Assistance (TA): provides funds for special technical assistance, often by out-of-state consultants, during the Commission's fiscal year and is for intensive work needed to strengthen the applicant organization.
- j. Touring arts program (TOUR): brings professional performers to communities across the state by providing for financial assistance to qualified Tennessee presenters. Grant funds are used to pay a portion of the artist's fee, which is established by the artist.
- k. Commission Initiatives (CI), including Targeted Arts Development Initiative: provides for funds for special requests to the Commission from Tennessee organizations for one-time projects that do not fit into one of the Commission's regular grant programs.

- i. Creative Placemaking (CP): projects use arts or cultural assets to enhance the distinctive character of one or more local Tennessee places for positive economic and community outcomes.
- m. Individual Artist Fellowships (IAF): awards fellowships to outstanding artists who live and work in Tennessee for the purpose of expanding, improving and developing their artistic talents. No specific project has to be carried out with funds for this award.
- n. Professional Development Support (PDS): to help Tennessee art administrators and/or individual artists of all disciplines to take advantage of unique opportunities that will significantly benefit their work or career development in Tennessee.
- o. Arts Education-Teacher Incentives (AE-TI): to help full-time K-12 educators to take advantage of unique opportunities that will significantly benefit their work or career development in arts integration.

A.3. Required use of Tennessee Arts Commission logo and guidance on Specialty License Plate Program promotions. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the Tennessee Arts Commission logo image supplied by the State at <http://tnartscommission.org/about-us/tennessee-arts-commission-brand/logos/>. Guidelines for proper usage of the Commission logo can be found at <http://tnartscommission.org/about-us/tennessee-arts-commission-brand/brand-guidelines/>

In addition, the Grantee is strongly encouraged to incorporate elements from the Arts Specialty License Plate and Gift-a-Tag Program Communications toolkit in agency communications including print advertising, websites, e-letters, social media, press releases, talking points and/or other mechanisms as may be determined effective by the Grantee. The toolkits can be found at <http://tnspecialtyplates.org/partners/tennesseansforthearts/>. If needed, the login password is [tnspecialtyplates](http://tnspecialtyplates.org/partners/tennesseansforthearts/).

Specifically, in anticipation of an element in the FY2020 grant application and mandate in future years, each Major Cultural Institution, Partnership Support or Cultural Education Partnership grantee organization that receives public operating support is strongly encouraged to implement a structured promotional campaign for the Arts Specialty License Plate Program within its ongoing communications program that includes four of the five elements below:

Specialty License Plate Promotional Activity	Documentation for FY2020 Application
1. Coordinator. Provide the name, title and contact information for grantee organization staff person who coordinates specialty license plate promotions and will be agency liaison with TN Arts Commission Director of Marketing and Development; AND	Uploaded in Grantee Organization Profile in the TN Arts Commission online grants management system
2. Website. Specialty license plate program information on the grantee organization website	Screen shot of page on website
3. Social Media. Feature specialty license plate promotional content in grantee's social media at least 6 times/year	Six screen shots with dates of social media posts
4. Newsletters. Place banner ad on e-newsletters or other viral marketing OR Printed Program. Place half page ad in printed program book for at least six different performances or for the duration of one season	Image of variety of newsletters distributed over past year OR scan of six programs
5. Agency Specific Opportunity. Identify a	Description of custom promotion and

<p>promotional activity specific to grantee organization. Examples: run video spot before movie or performance starts; offer special parking for patron cars with arts license plates; hold contest to get 100% staff/board ownership of plates</p>	<p>documentation as available</p>
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- A.4. Grant Application. The Grantee shall employ funds made available under this grant in accordance with the project/program submitted in application number 31625-04877 (which is on file with the State in the online grants management system of the Tennessee Arts Commission at https://tnarts.fluxx.io/user_sessions/new) for Big Band Dances subject to the policies of the State at <http://tnartscommission.org/legal-requirements/> and to the standard state approved terms and conditions. The Grantee, under the Grant Contract, will spend funds solely for the purposes set forth in application number 31625-04877.
- A.5. Affirmative Duty to Report Major Organizational Change. Any grantee whose contract maximum liability in section C.1 exceeds \$10,000 shall promptly notify the State in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract.
- A.6. Required Training. The grantee shall comply with all requirements of Title VI of the Civil Rights Act 1964, including annual training of grantee or grantee organization employees utilizing materials provided by the State. TN public school grantees may meet the requirement through Title VI training system of the TN Department of Education. Written documentation of training shall be maintained for a period of three (3) full years from the date of the final payment under the grant and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives.
- A.7. Use of National Endowment for the Arts Logo: If this grant contract includes an Attachment D indicating federal funding, the Grantee is required to acknowledge the National Endowment for the Arts in all materials and announcements related to grant activities. For general terms and conditions, visit: <https://www.arts.gov/sites/default/files/2015-and-later-general-terms-and-conditions-for-orgs-12-28-15.pdf> For logos, visit: <https://www.arts.gov/grants/manage-your-award/nea-logo>
- A.8. Individual Artist Fellowships. For Individual Artist Fellowships described in A.2.m, the Grant provides funds to individual artists of all disciplines who live and work in Tennessee for the purpose of expanding, improving and further developing their artistic talents. NO matching funds are required and no specific project has to be carried out with the funds.
- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;

- c. the Grantee's proposal on file in the online grants management system of the Tennessee Arts Commission at https://tnarts.fluxx.io/user_sessions/new and incorporated to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on July 1, 2018 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Thousand Three Hundred Fifty Dollars (\$ 3,350) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Up to forty percent (40%) of the maximum liability shall be paid to the Grantee in advance upon approval of this Grant Contract and submission of a request for payment. Then, upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the maximum liability of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Arts Commission

<https://tnarts.fluxx.io/>

To register, see <http://tnartscommission.org/new-online-grants-system/>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.

- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Arts Commission
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

a. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.

b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than ten percent (10%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report in the Tennessee Arts Commission online grant system within thirty (30) days of the Project End Date OR June 15, 2019 whichever is sooner, in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
- ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee

shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

- a. Notwithstanding the foregoing, the Tennessee Arts Commission may contract with an entity for which a current employee of a State of Tennessee public higher education institution is providing art-related professional services as an employee or independent contractor outside his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the public higher education institution's rules, policies, or guidelines.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

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

The State:

Anne B. Pope, Executive Director
Tennessee Arts Commission
401 Charlotte Avenue
Nashville, TN 37243-0780
Anne.B.Pope@tn.gov
Telephone # (615) 741-1701
FAX # (615) 741-8559

The Grantee:

Mike Teaney, Music Program Coordinator
Creative Parks Nashville
526 Hickory Trail Drive
Nashville, 37209-5602

mike.teaney@nashville.gov
615-862-8440

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant

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

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

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and

total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program. The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment B to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment B shall complete Attachment C. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors. All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge

that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions 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.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

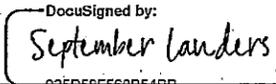
The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of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

E. SPECIAL TERMS AND CONDITIONS:

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

IN WITNESS WHEREOF,

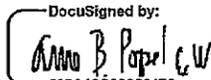
CREATIVE PARKS NASHVILLE:

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GRANTEE SIGNATURE	DATE
September Landers Treasurer	

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE ARTS COMMISSION:

DocuSigned by:

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ANNE B. POPE, EXECUTIVE DIRECTOR	DATE
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ATTACHMENT A

GRANT BUDGET				
Arts Program Categorical Grants - Arts Project Support (APS)				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 7/1/2018 END: 6/30/2019				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1.2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4.15	Professional Fee, Grant & Award ²	3,350.00	3,350.00	6,700.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11.12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	3,350.00	3,350.00	6,700.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional fees as detailed in application narrative	3,350.00
TOTAL	3,350.00

ATTACHMENT B

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Notice of Audit Report" document to the State during the Grantee's fiscal year.**

Creative Parks Nashville is subject to an audit for fiscal year 2019.

Creative Parks Nashville is not subject to an audit for fiscal year 2019.

Any Grantee that is subject to an audit must complete the information below.

Grantee's Edison Vendor ID Number:

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

ATTACHMENT C

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.**

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Creative Parks Nashville a parent? Yes N

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Creative Parks Nashville a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Proposed Use of funds

Creative Parks Nashville has applied for an Arts Project Support matching grant from the Tennessee Arts Commission to support the annual Big Band Dances held in Centennial Park on Saturdays June – August. Metro Parks is providing the grant matching funds. The funds will cover musician fees. Creative Parks Nashville will directly pay the musicians. Metro Parks will not incur any additional costs for these events.

Creative Parks Nashville Mission Statement

To provide leadership and funding that goes beyond the scope of local government for the arts based activities of the Metro Nashville Parks and Recreation's Music, Theater, and Visual Arts Divisions.

**CHARTER
OF
CREATIVE PARKS NASHVILLE**

The undersigned persons, having capacity to contract and acting as the incorporators of a corporation organized under the Tennessee Nonprofit Corporation Act, as amended, adopt the following Charter for such corporation:

1. The name of the corporation shall be "Creative Parks Nashville."
2. The duration of the corporation is perpetual.
3. The street address of the registered office, the zip code of such office and the county in which the office is located is: 526 Hickory Trail Drive, Nashville, Tennessee 37209. The name of the registered agent at that office is September Landers.
4. The street address of the principal office of the corporation in the State of Tennessee is: 526 Hickory Trail Drive, Nashville, Tennessee 37209.
5. The name of the incorporator is September Landers, whose address is, 526 Hickory Trail Drive, Nashville, Tennessee 37209.
6. The incorporator shall elect the initial Board of Directors and shall take such other appropriate action incident to the organization of the corporation.
7. The corporation is a nonprofit corporation.
8. The corporation is a public benefit corporation.
9. The corporation is not a religious organization.
10. The corporation shall not have members.
11. The corporation is organized exclusively for the following charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any corresponding section of any future federal tax code (the "Code"):
 - a. to provide leadership, support, coordination, and funding for arts projects, displays, classes, events, performances, and activities which benefit the community and take place in the parks and recreation environment provided to the Metropolitan Nashville Parks and Recreation Department's Cultural Arts Divisions of Theatre, Music, and Visual Arts, and
 - b. to engage in other activities in furtherance of such purposes, and exercise 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.
12. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, trustees, officers, or other private persons, except that the corporation shall be authorized

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and empowered to pay reasonable compensation for services rendered, to make reimbursement of reasonable expenses incurred, and to make payments and distributions in furtherance of the purposes set forth in the purpose clause above. 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, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

- 13. 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 pursuant to a plan of distribution adopted by the board of directors, to such organization(s) organized and operated exclusively for religious, charitable, educational and scientific purposes as shall at the time qualify as an organization(s) exempt from federal income taxation under Section 501(c)(3) of the Code, or to the federal government, or to a state or local government for a public purpose, as determined by the board of directors. 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, which are organized and operated exclusively for such purposes.
- 14. Subject to paragraphs 10 and 11, full control and management over the activities and affairs of the Corporation shall be vested in the Board of Directors. The number and terms of directors of the Corporation shall be fixed by, or in the manner provided in, the Bylaws of the Corporation.
- 15. The fiscal year of the corporation shall commence on July 1, of each year and end on June 30, of each year, except as the board in its discretion shall otherwise determine.
- 16. A director of the Corporation shall not be personally liable to the Corporation for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith, or that involve intentional misconduct or a knowing violation of law, (iii) for unlawful distributions under T.C.A. § 48-58-302, (iv) receipt of a financial benefit to which the director is not entitled, or (v) an intentional infliction of harm. If the Tennessee Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Nonprofit Corporation Act, as so amended.

Dated this 7 day of JUNE, 2017.

INCORPORATOR


September Landers

**CORPORATE BYLAWS
OF
CREATIVE PARKS NASHVILLE**

**ARTICLE I
CORPORATION**

SECTION 1.1. Corporate Offices. The corporation shall have and continuously maintain in the State of Tennessee a registered office and registered agent whose office address is identical with such registered office. The corporation shall have a principal office at 526 Hickory Trail Drive, Nashville, Tennessee 37209 until otherwise designated by the board of directors and may have other offices within or without the State of Tennessee as the board of directors may from time to time determine.

SECTION 1.2. Members. The corporation shall not have any members, voting or otherwise.

**ARTICLE II
BOARD OF DIRECTORS**

SECTION 2.1. General Powers. The business and affairs of the corporation shall be managed by its board of directors.

SECTION 2.2. Number and Composition; Initial Board. The number of members of the board of directors shall be not less than three (3) nor more than fifteen (15). The initial board shall consist of three (3) directors. 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 the affirmative vote of the majority 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.

SECTION 2.3. Election and Term. Each member of the board of directors, other than the initial members of the board of directors as designated in Section 2.2, shall be nominated and elected by the members of the board of directors then serving as provided in Section 2.5 of these bylaws. Directors shall be elected for a term of one (1) year or until a successor is selected. Terms shall be established so that no more than one-half (1/2) of the board will expire at the same time. 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 is filling. 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 twenty-one (21) years of age 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.

SECTION 2.5. Method of Election; Vacancies. The board of directors shall nominate 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 (2) 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 2.6. Resignation and Removal. Any director may resign at any time by giving written notice of such resignation to the board of directors. Any board member may be removed (1) with cause by the affirmative vote of a majority of the directors then in office or (2) without cause by the affirmative vote of a two-thirds majority of the directors then in office.

SECTION 2.7. Quorum and Voting Requirements. A quorum of the board shall consist of a majority of the directors in office immediately before a meeting begins. 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 board.

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

SECTION 3.1. Regular Meetings of the Board. The board shall hold regular meetings at least once quarterly at such place as may be designated from time to time by the board, for the purpose of transacting such business as may be required or permitted pursuant to the corporation's charter, these bylaws or as may otherwise be properly presented to the board. The frequency, date, and time for regular meetings shall be established and be subject to change as determined by the board of directors.

SECTION 3.2. Special Meetings of the Board. Special meetings of the board may be called by the board chairman or the President, or upon receipt of the written request of a majority of the directors in office.

SECTION 3.3. Notice of Board Meeting. Written notice of all regular and special board meetings shall be by any reasonable means, including first class mail, facsimile transmission, electronic mail or hand delivery. Unless properly waived, notice shall be given to each director at least seven (7) days before the time of each special meeting. Any notice of a regular or special meeting of the board that is not given at least three (3) days before the meeting shall be given by facsimile transmission, electronic mail, telephonic notice, or hand delivery to each director. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

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, provided that no director gives written notice of objection. 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 action taken shall be set forth in writing and shall be signed by each director, indicating each director's vote or abstention on the action. Such written consent shall be filed with the minutes of the proceedings of the Board, or committee thereof.

SECTION 3.5. Meeting by Telephone or Video Conference. 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. 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. Advisory Directors. The board of directors may, in its discretion, from time to time designate persons as advisory members of the board of directors for such term or terms as the board shall determine, who shall be entitled to attend all meetings of the board and express their views, but who shall not be entitled to vote on matters coming before the board of directors. Such advisory member shall be comprised of (i) certain employees of the Metropolitan Nashville Parks Department, who will occupy such positions in an ex-officio capacity, and (ii) certain individuals from the community.

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 by state law, 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.

SECTION 4.2. Executive Committee. An Executive Committee may be established, whose members shall be appointed or elected from the board of directors. Members of the Executive Committee, at the discretion of the board, may be authorized to address and act on issues and concerns of the corporation. Specific authorizations will be established by the board.

SECTION 4.3. 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 4.4. 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 state law.

ARTICLE V **OFFICERS OF THE CORPORATION**

SECTION 5.1. Designation of Corporate Officers. The officers of the corporation shall be a president, a secretary, and a treasurer each of whom shall be elected by the board of directors. The board may also elect a vice-president and such other assistant officers as the board of directors may from time to time deem necessary or appropriate.

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 president and secretary. Any officer may be removed from office at any time with or without cause by action of the board of directors.

SECTION 5.3. Duties of the President. The president shall be the chief executive officer of the corporation, shall be responsible for implementing and carrying out corporate policies established by the board of directors of the corporation and advising the board on and making recommendations to the board regarding the formation of such policies, and shall be responsible for representing the corporation in its relationships with any affiliated entities. The president shall carry out such duties as shall be necessary to ensure that this corporation carries out all policies established by the board of directors of this corporation in a manner that is not inconsistent with the mission or purposes of the corporation. The president shall have such other duties and authority that such position customarily requires, including those duties assigned from time to time by the board of directors.

SECTION 5.4. Duties of the Vice-President. In the absence of the president or in the event of his or her death, inability, or refusal to act, the vice-president shall perform the

duties of the president, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the president. Any vice-president shall perform 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 5.5. 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; 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. Salaries and Expenses. The officers of the corporation may be entitled to reasonable compensation, as may be set by the board of directors from time to time, for services rendered to the corporation. Reasonable expenses incurred by all of the officers of the corporation in the course of coordinating the affairs of the corporation shall be reimbursed by the corporation upon proper substantiation. No officer shall be prevented from receiving reasonable compensation by reason of the fact that he also is a member of the board of directors.

ARTICLE VI **FISCAL MATTERS**

SECTION 6.1. Fiscal Year. The fiscal year of the corporation shall commence on July 1 of each year and shall end on June 30 of each year, except as the board in its discretion shall otherwise determine.

SECTION 6.2. Contracts. The President and his express designees shall be authorized to execute contracts on behalf of the corporation. In addition, the board may authorize other officers or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, with such authority being either 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. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation or to the corporation shall be signed or endorsed by such officer or officers or agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board.

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.

SECTION 6.6. Maintenance of Records. The corporation shall keep correct and complete books and records of account and other records of the activities of the corporation as may be appropriate. All such records shall be open to inspection upon the demand of any member of the board of directors.

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.

ARTICLE VII **INDEMNIFICATION**

SECTION 7.1. Indemnification of Directors and Officers. The corporation shall provide indemnification to the full extent permitted by Tennessee law for any director or officer, or his executor or administrator, for the defense of any action, subject to the following conditions: (i) the action was instituted by reason of the fact that such person is or was a director or officer of the corporation; and (ii) the director or officer conducted himself or herself in good faith, and he or she reasonably believed (A) in the case of conduct in his or her official capacity with the corporation, that his or her conduct was in its best interest; (B) in all other cases, that his or her conduct was at least not opposed to the best interests of the corporation; and (C) in the case of any criminal proceeding, that he or she had no reasonable cause to believe his or her conduct was unlawful. It is the policy of this corporation to safeguard its directors and officers from expense and liability for actions they take in good faith in furtherance of the interest of the corporation.

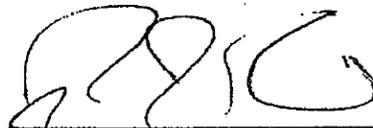
SECTION 7.2. Insurance. The corporation may also provide insurance against liabilities and expenses incurred by its directors, officers, employees and agents to the full extent permitted by Tennessee law.

ARTICLE VIII
AMENDMENTS

These bylaws may be amended by the affirmative vote of a majority of the members of the board then in office at any regular meeting or any special meeting of the board.

CERTIFICATE

The undersigned hereby certifies that the foregoing Corporate Bylaws of Creative Parks Nashville were duly adopted by action of the corporation effective as of April 26, 2017.



President

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

DEPARTMENT OF THE TREASURY

Date: DEC 27 2017

CREATIVE PARKS NASHVILLE
526 HICKORY TRAIL DRIVE
NASHVILLE, TN 37209-5602

Employer Identification Number:

DLN:

26053734001507

Contact Person:

CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

June 20, 2017

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

CREATIVE PARKS NASHVILLE

Music	Big Band Dance concessions	\$2,456		
	Centennial Black Box rental - music events	\$600		
	jamBand donations	\$150		
	camp fees (3 camps per summer)	\$4,500	\$7,706	
	Big Band Dance performances		\$3,350	\$4,356
Theater	Looby Theater rental	\$10,220		
	Centennial Black Box rental - theater	\$1,780		
				\$12,000
Visual Arts	Clay Sales	\$3,300		
	Art Gallery Sales	\$3,200		
	Workshops	\$480		
	pottery studio fee	\$1,950		
			\$8,930	
TOTAL			=====	32992

MEGAN BARRY, MAYOR

METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office
Park Plaza at Oman Street
Nashville, TN 37201



(615) 862-8400
Fax (615) 862-8414
www.nashville.gov/parks

Monique N. Odom, Director

December 11, 2017

Mr. Tim Pierce
Creative Parks Nashville
c/o Centennial Performing Arts Studio
P.O. Box 196340
Nashville, TN 37219

Dear Mr. Pierce:

The Metropolitan Board of Parks and Recreation, on Tuesday, December 5, 2017, approved application and ultimate acceptance of FY2019 grant funding of up to \$5,000 from the Tennessee Arts Commission Arts Project Support grant to supplement a year of free big band dances for the public.

If further information is needed regarding this grant, please contact Alan Enzo of my office; he may be reached at 615 862-8400.

Sincerely,

A handwritten signature in black ink that reads 'Monique N. Odom'.

Monique N. Odom, Director
and Secretary to the Board

:jf

c: Ms. Rachel Hamilton
Mr. Jim Hester

Enzo, Alan (Parks)

From: Teaney, Mike (Parks)
Sent: Tuesday, June 5, 2018 4:26 PM
To: Enzo, Alan (Parks)
Subject: FW: TN Arts Award Grant Award Notice - Application# 31625-04877 for Arts Project Support (APS), for Fiscal Year 2019

Hi, Alan.

We were awarded \$3,350.

I submitted the revised budget form this afternoon.

Please let me know what you need from me if anything and thanks for the help.

Mike

From: TN Arts Commission [mailto:do-not-reply.grants07-us-east-1@fluxx.io]
Sent: Monday, June 4, 2018 9:28 AM
To: Teaney, Mike (Parks)
Subject: TN Arts Award Grant Award Notice - Application# 31625-04877 for Arts Project Support (APS), for Fiscal Year 2019

Dear Mike Teaney,

I am pleased to inform you that the Tennessee Arts Commission has approved matching grant assistance to Creative Parks Nashville in the amount of \$3,350 for the above referenced application submitted for Fiscal Year 2019.

For guidance on how to manage this grant, see Manage Annual Grants on our website at <http://tnartscommission.org/manage-your-grant/annual-grants/>.

To accept this award:

1. Please log on to the grantee portal <https://tnarts.fluxx.io> and go to the Grants Management – Reports Due link. Select and fill out the “Revised Budget” and submit electronically **NO LATER THAN June 15. Failure to submit your revised budget by this date may result in the cancellation of your award.**

Project grantees: Do not include the entire budget for the project as requested in the original application. Include only the expenditures for the grant award and match. Operating support grantees: Do not include your total operating budget as requested in the original application. Include only the expenditures for the grant award and match.

The revised budget you submit will be used to create a State contract budget. The State contract budget and original grant application will become part of your contract file, and you must submit all fiscal reports in accordance with them. For a reference map of TN Arts Commission line items compared to State contract line items see CONTRACT AND BUDGET FAQs in the "documents library" of the online grants system. If you have questions about completing the revised budget, contact Jared Morrison. No grant contracts will be issued until this form has been received electronically.

2. Upon receipt of a correct revised budget a contract will be generated for your award and an email from DocuSign will be sent to the **primary signatory listed on your application as Tim Pierce. If this name is incorrect, please contact vickie.mcpherson@tn.gov with the correct name and email.** Please review the contract and budget for this award. Again, should you have questions, please contact Jared Morrison or Grants Manager Diane Williams at 615-741-6395. **The primary signatory of your organization must respond to the DocuSign email referencing this request with an electronic signature NO LATER THAN June 30.** Failure to respond to the DocuSign request by this date may result in the cancellation of your award.

No grant funds may be obligated toward the funded project until a contract between your organization and the Commission has been executed and approved by all parties. Failure to submit a DocuSign signature for the contract by June 30 may result in cancellation of this grant award. Any organizations that fail to deliver a signature and any requested items by June 30 will be reviewed on a case-by-case basis to determine if the grant will be cancelled. In case of late contracts, the organization will be responsible for positively reporting what extenuating circumstance(s) caused them to miss the deadline and specify what compelling reasons should allow for the acceptance of the late compliance. This request for an exception to policy must be submitted in writing.

Upon countersignature of the contract by the Tennessee Arts Commission, an executed copy will be forwarded to you and always available for reference in the Online Grants System.

Making Changes to your project or activity: Awardees **MUST** carry out projects as described in the original grant application. However, circumstances beyond your control may arise. If this happens, submit an email to the program director with a detailed explanation of why you are seeking approval to change the scope of services as outlined in your application or grant contract, what those changes are, and the perceived impact on the project. Be sure to include the grant application ID Number or contract number in the email. You will receive an email notification in response to your request.

FIRST TIME RECIPIENTS, TO EXPEDITE THE PROCESSING TIME OF GRANT PAYMENT REQUESTS

Fill out an IRS W-9 form found here: www.irs.gov/pub/irs-pdf/fw9.pdf and return email to vickie.mcpherson@tn.gov.

Requesting Funds and Closing your Grant: After July 1, 2018, all personnel of grantee organizations must complete FY19 Title VI online training and certification in the online grants system. **Title VI training must be complete when an organization submits its first request for payment from the Tennessee Arts Commission.** All grant funds will be held until training requirements are met. For Annual Grants, FY19 Title VI training must be complete by December 7, 2018 even if your organization has not submitted a first request for funds payment. ABC grants must submit FY19 Title VI by October 1, 2018. For more information on the FY19 Title VI training requirements, see instructions in the "documents library" of the online grants system or visit the TN Arts Commission's website at <http://tnartscommission.org/about-us/title-vi/>.

To request funds and close out your grant, select Reports Due under Grantee Reports in the grantee portal. Project grants must be closed out **no later than 30 days after the project ending date or June 15 whichever comes first.** For operational grants (MCI, CEP, & PS), close-out must occur **within 30 days** from the time the grant and matching monies can be documented. **Do not wait until the end of the fiscal year to close out your grant.**

As a grantee of the Tennessee Arts Commission, you are required to use our current logo, located on our website at <http://tnartscommission.org/about-us/tennessee-arts-commission-brand/>, when crediting the Commission for funding.

Revenue from the sale of specialty license plates continues to be an important source of funding, which allows the Commission to provide grant awards to schools, nonprofit organizations and artists across the State.

Promotional tools for you and your organization are available to promote the Specialty License Plate and Gift-A-Tag programs. Visit tnspecialtyplates.org and click on the partner tab. Enter the password "tnspecialtyplates" and choose the Arts Plate graphic. There you will find several campaigns and toolkits to view and download. For additional materials, contact us.

We appreciate your continued support for this vital program, and for the important work you do to bring the arts to communities across Tennessee.

Sincerely,
Anne B. Pope
Executive Director

From: Eke, Nicki (Legal)
Sent: Friday, October 27, 2017 9:55 AM
To: Wilson, Vaughn (Finance - Grants Coordination)
Cc: Amos, Macy (Legal)
Subject: RE: Big Band Dances - TAC Grant through new Friends Group with Parks Match

Grants of Metro funds to nonprofits require approval by Finance and Council.

The procedure for grants to nonprofits is outlined in Metro Code § 5.04.070, set forth below:

5.04.070 - Grants made to nonprofit organizations.

- A. The metropolitan council is authorized in accordance with the provisions of Tenn. Code Ann. Section 7-3-314 to appropriate funds for the financial aid of nonprofit organizations by the adoption of a resolution receiving twenty-one affirmative votes, or as part of the annual operating budget ordinance adopted by the council.
- B. Prior to the adoption of a resolution appropriating funds to a nonprofit organization or the expenditure of funds authorized in the operating budget ordinance as an appropriation to a nonprofit organization, such nonprofit organization shall submit to the metropolitan government the following information:
 1. A copy of its corporate charter or other articles, constitution, bylaws, or instruments of organization;
 2. A copy of a letter from the Internal Revenue Service evidencing the fact that the organization is a nonprofit, tax-exempt organization under the Internal Revenue Code of 1986, as amended;
 3. A statement of the nature and extent of the organization's program that serves the residents of the metropolitan government;
 4. The proposed use of the funds to be provided by the metropolitan government;
 5. The proposed budget of the organization, indicating all sources of funds and a line-item identification of the proposed expenditure of metropolitan government funds;
 6. For organizations with an annual operating budget in excess of fifty thousand dollars receiving a grant or grants in excess of five thousand dollars during any one fiscal year, a copy of the organization's audit for the most recent fiscal year. For purposes of this subsection, "audit" means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. Organizations that are exempt from submitting an audit from the most recent fiscal year pursuant to this subsection shall comply with the audit requirements of Tennessee Code Annotated Section 7-3-314.
- C. The information required in subsection B of this section shall be retained in the metropolitan clerk's office and shall be available for public inspection during regular business hours.
- D. The provisions of this section shall not apply to nonprofit civic and charitable organizations receiving grants from the Metropolitan Nashville Arts Commission in accordance with Section 2.112.040 of this code.

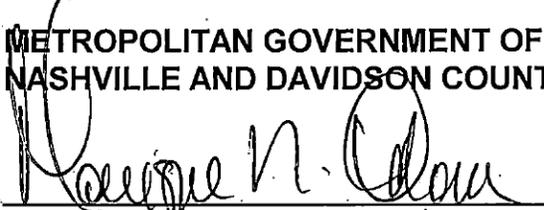
Nicki Eke

Department of Law
Metropolitan Government of Nashville and Davidson County, Tennessee
(615) 862-6341

**SIGNATURE PAGE
FOR
Big Band Dances 2019 – Parks Match**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

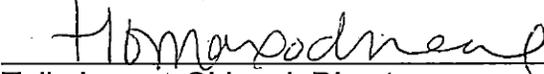


Department

6/15/18

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

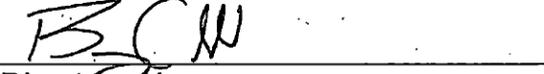


Talia Lomax-O'dneal, Director
Department of Finance *LA #*

6-20-18

Date

APPROVED AS TO RISK AND INSURANCE:

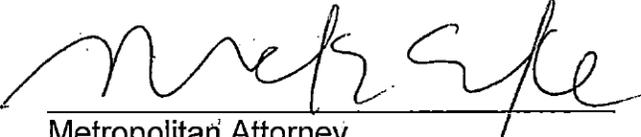


Director of Insurance

7/2/18

Date

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

7/2/18

Date

David Briley
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date