

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Contributor, Inc. Contract # _____ January 15, 2025

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
THE CONTRIBUTOR, INC.**

This Grant Contract issued and entered into pursuant to Resolution RS2025-_____ by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and The Contributor, Inc., ("Recipient"), is for the provision of the South Nashville Community Safety program, as further defined in the "SCOPE OF PROGRAM". Attachments A through H are incorporated herein by reference.

A. SCOPE OF PROGRAM:

- A.1. The Recipient will assist the Metro Public Health Department in implementing a program focusing on the creation of a website and the expansion of the "Where to Turn in Nashville" resource guide.

The purpose of this project is to improve access to resources for people experiencing homelessness and poverty, provide accurate and up-to-date information to nonprofits and citizens who want to help, expand the awareness and knowledge of available resources within the community, and promote sustainable and ongoing support for the program beyond the grant period.

The Recipient will use the funds to pay the salary of the project lead and to achieve the following outcomes:

- Website Development with the intent to reach 15,000 individuals:
 - 1) Research and analysis of existing community resource websites to identify best practices.
 - 2) Development of a comprehensive database of all community resources in Nashville, categorized into different types of services.
 - 3) Structuring the database for future integration of Artificial Intelligence assistance.
 - 4) Development of a feature that allows users to manually update their profiles on the websites.
 - 5) Design and development of a modern user experience for the website.
 - 6) Development of an adaptable filtering system that enables users to customize their search.
 - 7) Incorporation of a feedback mechanism that enables users to rate resources.
 - 8) Assignment of a staff member to manage the ongoing updates of the database.
- Resource Guide Development:
 - 1) Expansion of the resources within the "Where to Turn in Nashville" resource guide to include over 300 mainstream services to people experiencing homelessness, grass roots, diverse, multi-cultural and specialty resources for those experiencing poverty to prevent homelessness.
 - 2) Expansion of the user platforms for the "Where to Turn in Nashville" resources guide including dedicated, user-friendly website that is updated frequently, and an app that allows users with smart phones to find resources close to them.
 - 3) Expansion of audiences and knowledge of the resources within the "Where to Turn in Nashville" resource guide through dedicated staff member distribution, training and presentations online at Continuum of Care and Chamber events, rotary and neighborhood associations, roll calls at police departments, and a central location downtown for walk-up, internet and phone assistance for those who need additional help making connections to resources.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Contributor, Inc. Contract # _____ January 15, 2025

- 4) Obtain 15 organizational sponsors to provide financial backing and advocacy for its continued production and distribution.
- 5) Distribute partnerships with 100 community organizations, agencies and service providers.
- 6) Printing and distribution of 35,000 copies of the "Where to Turn in Nashville" resource guide.

A.2. The Recipient must spend funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment A. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro according to a mutually acceptable process and schedule, and when needed, upon request. These data shall include:

- Progress of website development on program impact.
- Number of residents being provided with access to resources.
- Sign in sheets with dates and times of services or meetings.
- Number of residents being provided with meals monthly.
- Number of people reporting easier access to resources.
- Number of community organizations with established partnership serving the unhoused population that impacts their housing options.
- Number of residents with updated profiles.
- Monthly progress reports.
- Other data as requested.

A.3. The Recipient will only utilize these funds for services the Recipient provides to residents and/or visitors in Davidson County. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. Grant Contract Term.

The term of this Grant will be twelve (12) months, commencing on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed One Hundred Thirty-Seven Thousand dollars (\$137,000). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1. For each invoice submitted, the Recipient shall certify that the funds were utilized for necessary expenditures related to the completion of the work, as described in Section A of this Grant Contract.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Contributor, Inc. Contract # _____ January 15, 2025

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.

Recipient must send all invoices to Anidolee.Melville-Chester@nashville.gov.

Final invoices for the contract period should be received within thirty (30) days after the end of the contract. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed. Any unallowable cost discovered after payment of the final invoice shall be returned by the Recipient to Metro within fifteen (15) days of notice.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
 - D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
 - D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Contributor, Inc. Contract # _____ January 15, 2025

- D.3. **Termination for Cause.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.
- a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.
- D.5. **Termination - Funding.** The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Contributor, Inc. Contract # _____ January 15, 2025

standards outlined in the Metro Grants Manual and in accordance with 2 CFR 200 Uniform Guidance. The financial statements must be prepared in accordance with generally accepted accounting principles.

- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit a Final Program Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - d) Recipient's duties under this section will survive the termination or expiration of the grant.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Contributor, Inc. Contract # _____ January 15, 2025

- D.17. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.18. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **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.22. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- D.23. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.24. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.25. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Contributor, Inc. Contract # _____ January 15, 2025

D.26. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.27. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by email transmission, or by first class mail, addressed to the respective party at the appropriate email or physical address as set forth below or to such other party, email, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Holly.rice@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-8900

For inquiries regarding invoices:
Nancy.uribe@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-5634

Recipient

The Contributor, Inc.
Executive Director
154 Rep John Lewis Way
Nashville, TN 37219

D.28. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Contributor, Inc. Contract # _____ January 15, 2025

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

D.29. Certification Regarding Debarment and Convictions.

- a) Recipient certifies that Recipient, and its current and future principals:
 - 1) are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program.
 - 2) have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant.
 - 3) have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - 4) are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.29(a)(2) and D.29(a)(3) of this certification.
- b) Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.29(a).

D.30. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

D.31. Health Insurance Portability and Accountability Act. Metro and Recipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its accompanying regulations.

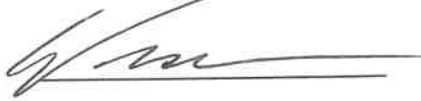
- a. Recipient warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.
- b. Recipient warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.
- c. Recipient agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and Recipient in compliance with HIPAA. This provision shall not apply if information received by the Recipient from Metro under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Recipient and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Contributor, Inc. Contract # _____ January 15, 2025

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

RECIPIENT: The Contributor, Inc.

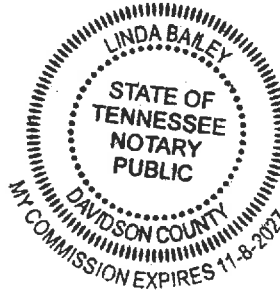
By:



Sworn to and subscribed to before me, a Notary Public this 3rd day of MARCH, 2025, by Will Connelly, the Executive Director of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: Linda Bailey

My Commission Expires: 11-8-2027



Grant contract between the Metropolitan Government of Nashville and Davidson County and The Contributor, Inc. Contract # _____ January 15, 2025

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by: Sanmi Areda 3/4/2025
0872295CD81A4B1
Director, Metro Public Health Department Date

Signed by: Tiné Hamilton Franklin 3/6/2025
BEBF9BBF14D14B9
Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by: Jenneen Reed/mjw 3/7/2025
82377A2A8742469
Director, Department of Finance Initial DS
DH AP Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by: Balogun Cobb 3/8/2025
68804BF12FD741C
Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth 3/17/2025
Metropolitan Attorney Date

FILED:

Metropolitan Clerk Date

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Contributor, Inc. Contract # _____ January 15, 2025

Table of Contents of Attachments:

- A. Grant Spending Plan
- B. Application
- C. Certificate of Assurance
- D. Non-Profit Grants Manual Receipt Acknowledgement
- E. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Letter
- F. Non-Profit Charter and Tennessee Secretary of State Non-Profit Confirmation
- G. Independent Audit completed by Certified Public Accountant
- H. Certificate of Insurance

**ATTACHMENT A
GRANT BUDGET
(BUDGET PAGE 1)**

The Contributor, Inc.				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the grant period.				
Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$56,650.00	\$0.00	\$56,650.00
2	Benefits & Taxes	\$12,463.00	\$0.00	\$12,463.00
4, 15	Professional Fee/ Grant & Award ²	\$10,000.00	\$0.00	\$10,000.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$387.00	\$0.00	\$387.00
10	Printing & Publications	\$34,000.00	\$0.00	\$34,000.00
11, 12	Travel/ Conferences & Meetings ²	\$6,000.00	\$0.00	\$6,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$1,060.00	\$0.00	\$1,060.00
16	Specific Assistance To Individuals ²	\$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% of S&B)	\$16,440.00	\$0.00	\$16,440.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$137,000.00	\$0.00	\$137,000.00

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: <https://www.tn.gov/assets/entities/finance/attachments/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


(BUDGET PAGE 2)

SALARIES						AMOUNT
Name - Title	Salary	x	Percentage of Time	+	Longevity Bonus	
WTTIN Director	56650	x	75%	+		\$ 42,487.50
WTTIN staff	14163	x	100%	+		\$ 14,163.00
ROUNDED TOTAL						\$ 56,700.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Contract labor (vendors and staff updating guide/web development/ audit)	\$10,000.00
ROUNDED TOTAL	\$ 10,000.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
mileage/parking/ educational events, meetings in the community	\$ 6,000.00
ROUNDED TOTAL	\$ 6,000.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
ROUNDED TOTAL	\$ -

<p>Complete this Cover Sheet and sign where indicated. Attach it to the Program Narrative, Spending Plan, and Spending Plan Narrative. Email the entire Application Packet to both Detra.major@nashville.gov and Dianne.harden@nashville.gov by 4:29 pm on September 13, 2024.</p>			
<p>FY25 COMMUNITY SAFETY FUND APPLICATION COVER SHEET</p>		<p>(Application Part A)</p>	
<p>CIRCLE THE ONE CATEGORY OF FUNDING THAT YOU ARE APPLYING FOR:</p>			
<p>Literacy: <input type="checkbox"/> Restorative Justice</p>	<p>Domestic Violence: <input type="checkbox"/> Workshops/Seminars</p>	<p>Community Service: <input type="checkbox"/> After School Program</p>	<p>Afterschool Programs: <input type="checkbox"/> Violence Community Violence Prevention <input type="checkbox"/> Group Outreach and Education <input checked="" type="checkbox"/> Special Assistance to Individuals <input type="checkbox"/></p>
<p>WILL THE PROPOSED PROGRAM BE: (Choose One)</p>			
<p>A New Program: <input type="checkbox"/></p>	<p>An Existing Program: <input checked="" type="checkbox"/></p>	<p>An Expansion of Existing Program: <input type="checkbox"/></p>	<p>Program: _____</p>
<p>APPLICANT INFORMATION</p>			
<p>Legal name of Applicant (Agency): The Contributor, Inc.</p>			
<p>Contact Person Name: Holly Bowman</p>	<p>Title: Director of Development and Communications</p>		
<p>Contact Person Phone: 703-861-1528</p>	<p>Email Address: holly@thecontributor.org</p>		
<p>Agency CEO Name: William Connelly</p>	<p>Title: Executive Director</p>		
<p>Agency CEO Phone: 615-517-9993</p>	<p>Email Address: Will@thecontributor.org</p>		
<p>AGENCY'S MAIN OFFICE</p>			
<p>Complete Address: 154 Rep John Lewis Way, Nashville, TN 37219</p>			
<p>Phone: 615-629-6629</p>	<p>Fax: _____</p>	<p>Website: thecontributor.org</p>	
<p>FINANCIAL INFORMATION</p>			
<p>Agency's most recent FY Actual Revenues ▶ *(See Note Below)</p>	<p>\$1,249,483</p>	<p>Amount of current FY25 CSF grant or direct appropriation (if applicable):</p>	
<p>Total FY25 CSF Request ▶ (round to nearest \$100)</p>	<p>\$98,200</p>	<p>Agency's Fiscal Year Start Date (Month/Day):</p>	<p>January 1</p>
<p>This amount should not exceed 20% of most recent actual revenues. Requests over 20% will render application ineligible. ▶</p>	<p>7.9%</p>	<p>(Leave Blank)</p>	
<p>For the current fiscal year, list funds received from Metro Nashville Government, including funds received from any department or Metro Council Appropriation (attach additional pages if necessary).</p>			
<p>Source: Office of Homeless Services: Housing-Based Case Management (CTI)</p>	<p>Amount: \$</p>	<p>\$355,000</p>	
<p>Source: Office of Homeless Services: Capacity Building Grant ARP</p>	<p>Amount: \$</p>	<p>\$381,283</p>	
<p>Source:</p>	<p>Amount: \$</p>		
<p>Does the applicant have a certified audit performed each year? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>			
<p>Applicants are required to submit an electronic copy of 1.) the most recent agency audit and 2.) a copy of agency's current registration status with the Secretary of State, Division of Charitable Solicitations and Gaming to fred.adom@nashville.gov. (See page 10 of CEF Handbook for details.) IS THIS THE CURRENT PROCESS</p>			
<p>SIGNATURES</p>			
<p>I certify under the penalty of law that the information in this application (including, without limitation, the "Certifications and Assurances") is accurate to the best of my knowledge. I am aware that my agency will not be eligible for funding if investigation at any time shows falsification. If falsification is shown after funding has been approved, any allocations already received and expended are subject to be repaid. I further certify that I am authorized to sign this application for the applying agency.</p>			
<p>Signature of Authorized Official: </p>		<p>Date: September 13, 2024</p>	
<p>* Per most recent agency audit. Revenues stated above must not include in-kind contributions.</p>			

**FY25 COMMUNITY SAFETY FUND
PROGRAM NARRATIVE
App. Part 5 of 5
(85 points Total)**

Type your answer to each question only in the shaded block below. The shaded block will expand (up to the number of keystrokes indicated) as you respond to each item. In your responses, focus on the target population and problem identified in the Service Description for the Service Category for which you are applying.

***Citations:* Please do not use footnotes. Source citations may be expressed within parentheses within the body of the narrative.**

***Charts:* The formatting allows only straight narrative, and information may not be entered in a chart format.**

***Suggestion:* Compose your answers in a “word” document so you can spell**

Completed applications should be emailed to both Dianne Harden@nashville.gov and Detra.Major@nashville.gov at the application deadline of 4:29 p.m. on September 13, 2024. Applications received after 4:29 p.m. on September 13, 2024 will not be considered for perspective funding.

1. Executive Summary (0 Points).

- What target population will you serve?
- What services are you going to provide/deliver with this funding?
- How will the community benefit from these services?

The Contributor’s mission is to empower people who are homeless or at risk of homelessness to achieve income, dignity, housing, and community. Our aim is for Nashvillians to live self-determined and financially-secure lives. For 11 years, the Where To Turn in Nashville (WTTIN) guide has played a crucial role in helping connect people experiencing homelessness, economic hardship, and housing instability to life-saving services such as healthcare, housing, food assistance, legal aid, and mental health support. The 2024 edition of the WTTIN guide includes over 300 resources and has assisted more than 35,000 individuals in accessing these services.

Each year, the WTTIN guide is distributed to both individuals and service providers, ensuring that vulnerable populations can access the services they need quickly and efficiently. The target population of the WTTIN project are individuals experiencing homelessness and poverty in Nashville. By compiling up-to-date information into a single, easy-to-navigate resource, the guide reduces barriers to service access, especially for those in urgent situations. Our goal for the 2025 guide is to increase the number of those served by the guide to 50,000, printing 35,000 copies and reaching an additional 15,000 through our newly launched WTTIN website.

One key element of the 2025 edition is that individuals with lived experience of homelessness and poverty will be paid to directly update the guide's information. This approach ensures that the information is both accurate and reflective of real-world needs while also providing income and empowerment to those who have experienced these challenges firsthand. This change emphasizes our commitment to involving those we serve in the development and delivery of resources that benefit their community.

The Contributor's WTTIN guide will benefit the greater Nashville community by addressing key social determinants of health, such as access to healthcare, housing, and food security. By connecting people to critical resources that directly impact these determinants, the guide helps mitigate long-term effects of health inequities. The WTTIN guide provides immediate relief and long-term benefits that support individuals on their path to stability. Its widespread distribution through health clinics, public libraries, local shelters, food pantries, and advocacy organizations ensures it reaches those in need, particularly vulnerable populations who may not be aware of or have easy access to these resources otherwise.

2. Capacity of the Applicant and Relevant Organizational Experience (10 points).

- Describe your Agency's mission.
- Length of time/history providing services to the population and the issue described in the selected Service Category.
- Briefly list and describe the backgrounds, roles and responsibilities of key management and program staff.
- Are there any special awards, recognitions or achievements for your program you would like to list?

The Contributor's mission is to empower our neighbors experiencing homelessness to achieve income, dignity, housing, and community. For almost two decades, we have worked closely with vulnerable populations in Nashville through programs like our newspaper vending program and COVER (Creating Opportunities for Vendor Entrepreneurship and Residency) program. Since our founding in 2007, we have directly assisted over 4,000 individuals connect to resources through our street outreach, newspaper vending, or COVER programs. Additionally, our newspaper vendors have sold over 7.5 million copies equating to roughly \$21 million in sales income for these vendors. The Where To Turn In Nashville (WTTIN) guide became an extension of our outreach efforts, offering a centralized platform for key resource information to be readily accessible throughout the community.

The Contributor has a strong track record in outreach and education across all our programs, particularly with the WTTIN resource guide. This year marks the 11th edition of the WTTIN guide, demonstrating both the success and continued demand for this project. Each year, we distribute all printed copies of the guide, with many organizations requesting additional copies due to high demand. We even maintain a waiting list of organizations eager to receive the guide, further illustrating its impact.

Key programmatic staff for the WTTIN project include our Co-Editor and Resource Guide Manager, Linda Bailey, and our Vendor Advisory Board. Linda, who has been with the project since its inception, manages everything from updates to design. Under Linda's leadership, the guide has become an essential resource for both service providers and individuals. Last year, the guide was requested by more than 100 organizations, including the Metro Public Health Department, Metro Nashville Public Schools, and the Nashville Public Library.

The Contributor deeply values the importance of involving those with lived experience of homelessness and poverty in the creation of the guide. Last year, while we initially hired a position at The Contributor to update the resources within the guide and overseeing its distribution, we learned that this work should be entrusted to individuals who have directly utilized these services. Going forward, we will engage newspaper vendors and other clients of The Contributor to provide crucial updates and feedback for the guide. These street newspaper vendors and clients will be paid a living wage for providing their feedback and for assisting in making updates to the contents of the guide. This will increase the accuracy of the guide and offer additional employment opportunities for street newspaper vendors to build new skills, ensuring a continued commitment to addressing homelessness in our community.

3. Problem & Target Population (15 points).

- Describe the characteristics of the target population including any relevant geographic indicators. Include any data sources for this information.
- Describe your experience in providing services to individuals who are directly or indirectly impacted by violence.
- Describe the target population's need as related to the Services Category, using clearly defined quantifiable measures. Include any data sources for this information.
- Describe how you plan to document and present evidence of services provided to residents of Nashville/Davidson County (See Contract Template, Sections A.3 and A.4).
- For Community Service Applicants: describe how you will document that the program beneficiaries are economically needy.

The target population for the Where To Turn In Nashville (WTTIN) guide includes individuals and families who are experiencing homelessness, housing instability, economic hardship, and anyone else who lives below the poverty line. According to the 2023 Nashville Community Needs Evaluation, this target population makes up roughly 14% of our population. Additionally, the guide addresses several root causes of poverty by addressing key social determinants of health, such as access to healthcare, food, shelter, and other essential services.

The services listed in the guide include shelters, healthcare providers, food pantries, libraries, hospitals, outreach programs, and more. Each of these services has their own unique pool of clients and address a different section of our target population. This comprehensive approach ensures that a broad spectrum of services is available to those most in need, addressing critical gaps in resource navigation.

In addition to delivering guides to local organizations and agencies, The Contributor focuses our direct guide distribution to those experiencing extreme poverty and homelessness. According to the 2024 Point In Time (PIT) Count, roughly 2,800 individuals in Nashville are actively experiencing homelessness. However, distributing guides to other local organizations helps widen the audience that the WTTIN guide reaches. The Contributor also has a proven track record of serving individuals who have been directly and indirectly impacted by violence. According to Violence and Victims (2014) individuals experiencing homelessness are twice as likely to be victims of violence, with women and elderly individuals experiencing violence at a disproportionate rate.

The 2023 Community Needs Evaluation also emphasized the collective need for resource navigation. Not only does the WTTIN guide provide just that, but the resources within the guide work to reflect the needs of our target population. For example, 10% of Nashville residents experience food insecurity (Community Needs Evaluation, 2023). Within the guide, there are 12 pages of resources that directly address food insecurity and list services that provide food and/or hot meals to residents. By focusing on the specific needs of the population, the WTTIN guide offers tailored support that addresses the most pressing challenges facing our community's most vulnerable residents.

4. Service Gaps (15 points).

- Describe what services are available to the target population from Metro Departments and/or local non-profit Agencies. How does your Agency currently coordinate with them?
- Describe the gap in services that your proposed program will address.

The Where To Turn In Nashville (WTTIN) guide fills a unique gap in Nashville's service network by consolidating over 300 services into one easy-to-access resource. While there are many services available to the homeless population through local nonprofits and Metro departments, finding and accessing them is often a confusing and time-consuming process, especially for those in crisis. In fact, the 2023 Community Needs Evaluation for Nashville emphasized the importance of resource connection for the betterment of our residents, especially those who fall below the poverty line.

The WTTIN Guide addresses this gap by providing a single, comprehensive resource guide, updated annually to ensure accuracy. Although there are other resource navigation tools in Nashville, WTTIN offers listings that are not covered by these larger databases, such as LGBTQIA+ resources and community-specific food pantries.

Additionally, larger databases in our community are primarily offered online. Given that our target population includes individuals experiencing homelessness and poverty, we needed to consider access to technology when creating the WTTIN guide. WTTIN provides a light, portable booklet that allows individuals to search for resources 24/7 without the need for internet or phone services. This year, we expanded WTTIN to be online, as well, but will continue to focus our primary efforts on printing and distributing the booklet in our community to fill this gap.

There is a demonstrated need for the WTTIN printed booklet, as well. Over 100 organizations, including the Downtown Library, Metro Nashville Public Schools, and food pantries, place multiple orders for WTTIN guides throughout the year. Each year, our supply of physical booklets is exhausted. This year, we printed an additional 10,000 copies of the guide, bringing our total 35,000, and are still on track to exhaust our supply.

5. Program Design (25 points).

- Describe how the program will respond to the priorities described in the Service Category definition.
- **What is the unduplicated number of people intended to be served by this Metro grant?**
- List up to three primary measurable outcomes for those being served. (Be specific, if awarded, these outcomes will be written into your contract Scope of Program.)
- Briefly describe what services and/or activities will be provided to the program's target population to achieve those outcomes.
- Describe a typical day.
- Describe the program's processes for collecting data and state the indicators that will be tracked to demonstrate that the outcomes have been achieved.

The Where To Turn In Nashville (WTTIN) guide is more than just a directory - it is a lifeline for individuals experiencing homelessness or economic hardship. The guide connects individuals experiencing economic hardships to critical resources such as food, shelter, healthcare, and legal services. To ensure that the guide is as user-friendly as possible, it is updated annually with input from service providers, individuals with lived experience, and community partners. The printed WTTIN guide is designed with the understanding that those in crisis may have limited access to the internet or time to navigate complicated service networks. Our goal for the 2025 is to reach 50,000 unduplicated individuals through both the printed booklet and WTTIN website.

The WTTIN guide contains over 300 local services, which reflects our ongoing commitment to ensure a comprehensive range of services is covered, addressing the varied and immediate needs of the community. These services span across various sectors: emergency shelter, healthcare, mental health, substance abuse treatment, legal assistance, housing support, food access, employment services, and more. This ensures that anyone who picks up the guide - whether they are unhoused or working in a shelter or outreach role - can quickly find relevant information to help them move toward stability.

The WTTIN guide is a project with various stages of completion: content updates, printing, and distribution. However, most of the daily work will be completed at the beginning of the project. The first stage will be recruiting individuals with lived experience of homelessness and poverty to identify and execute updates for the 2025 guide. We will begin by approaching The Contributor's newspaper vendors as candidates for the project. Daily work in this phase will be primarily focused on researching local services, noting updates that need to

be made, and applying the updates in both the printed WTTIN guide and the WTTIN website. Once the guide is printed, we will continue to utilize these individuals for support in updating the guide for the WTTIN website.

Key measurable outcomes include:

1. Distribution of 35,000 printed guides.
2. Reaching 50,000 individuals through the print and online WTTIN version combined.
3. Hire individuals with lived experience of homelessness and/or poverty to update the resources within the guide.

Data for this project will be focused on tracking the distribution of the guide through both the printed booklet and WTTIN website. For the printed booklet, The Contributor tracks everyone that gets a guide directly from our office, as well as the number of guides delivered to each organization or Metro agency through our customized database. We will also use google analytics to track each unique visitor on the WTTIN website.

6. Leveraging and Collaboration of Community Resources (10 points).

- Describe collaborative relationships your Agency currently has or will have with other community Agencies that will enable you to be successful with the proposed program funded by the CSF grant. What roles do/will each of you play?
- If services are being provided by another Agency pro-bono, name that Agency and give the approximate dollar value of those services. If those services will be provided in exchange for your Agency's services, please describe.

The success of the Where To Turn In Nashville (WTTIN) guide relies heavily on the strong relationships we have built with over 100 community organizations, agencies, and service providers. These partnerships ensure that the guide remains up to date, widely distributed, and accessible to those who need it most. Key organizations, like Open Table Nashville, have been instrumental in verifying information, identifying gaps in services, and helping to distribute the guide to their clients. These partnerships allow us to ensure the guide remains accurate and relevant for individuals experiencing homelessness and economic hardship. Additionally, the guide has garnered support from 15 organizational sponsors who provide financial backing and advocacy for its continued production and distribution.

Our collaboration extends to shelters, food pantries, libraries, hospitals, and outreach programs, where the guide is frequently distributed. Libraries, such as the Nashville Public Library system, have played a crucial role in providing the guide to individuals seeking refuge or internet access. The role of each of these organizational partnerships is to help facilitate the distribution of the guide to the widest audience possible. The Contributor also distributes guides, but only serves a fraction of the target population. Many individuals who are housed still experience economic hardship and can benefit from the guide's resources. Between the

100+ organizations, agencies and service providers who distribute the guide, we ensure a comprehensive approach to serving our target audience.

7. Sustainability (10 points).

- Describe any efforts to increase and/or diversify program resources and any strategies for capacity building, including grant opportunities, fund raising activities, partnerships, collaborations, volunteer recruitment, etc.
- How will you continue these services should the level of funding change?

The long-term sustainability of the Where To Turn In Nashville (WTTIN) guide is central to our mission of providing ongoing, accessible resources to those experiencing homelessness. This sustainability is ensured through diversified funding sources, partnerships, and community support. In addition to grant funding, we actively seek donations from organizations that pick up the guides, which helps offset the costs of printing and updating the guide each year. We continue to explore new partnerships, sponsorships, and community-based fundraising to further sustain the WTTIN project.

Community engagement is another key aspect of our sustainability approach. Many service providers and agencies that use the guide for their day-to-day work contribute either financially or by advocating for its continued existence. This shared sense of ownership strengthens our collective investment in the guide's future. Moreover, we have recently employed individuals with lived experience of homelessness to assist with updating and verifying the guide. This initiative not only creates job opportunities but also ensures the guide is informed by the real-life challenges faced by its users, making it even more relevant and effective.

We are also making strategic investments in our digital expansion. The online version of the guide allows us to make real-time updates as services evolve. This digital version is increasingly becoming a critical tool for both service providers and those in need, allowing for broader access to accurate information at a lower cost. By tracking website analytics, we can gather data on which services are accessed most frequently, helping us refine the guide and demonstrate its impact to funders. The addition of our electronic guide to the WTTIN project also allows us to reach a broader audience with a marginal budget increase.

To further secure the guide's future, we have developed contingency plans that prioritize cost-effective production methods. Should we encounter financial challenges, we are prepared to shift focus toward the digital guide while maintaining a reserve fund to cover any unforeseen costs. By continuously evaluating the guide's effectiveness and adapting based on user feedback, we ensure that the Where To Turn In Nashville guide remains a vital resource for our community now and in the future.



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Certifications of Assurance**

NON PROFIT
August 19, 2024


As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.



 Signature of Authorized Representative
 Name: William Connelly

 Title: Executive Director

 Agency Name: The Contributor, Inc.

 Date: September 13, 2024

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



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


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

NON PROFIT
August 19, 2024

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

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: [Non-Profit Grant Resources](#)
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

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



Signature of Authorized Representative
Name: William Connelly
Title: Executive Director
Agency Name: The Contributor, Inc.
Date: September 13, 2024

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

DEPARTMENT OF THE TREASURY

Date: **MAY 14 2010**

THE CONTRIBUTOR INC
154 5TH AVE N
NASHVILLE, TN 37219

Employer Identification Number:
37-1551739
DLN:
17053041366000
Contact Person: JOHN JENNEWAIN ID# 31307
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
October 5, 2007
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:


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

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

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

Letter 947 (DO/CG)

FILED

<p>State of Tennessee</p>  <p>Department of State Corporate Filings 312 Eighth Avenue North 6th Floor, William R. Snodgrass Tower Nashville, TN 37243</p>	<p>CHARTER (Nonprofit Corporation)</p> <p>STATE OF TENNESSEE 2007 OCT -5 PM 1:25 RILEY DARNELL SECRETARY OF STATE</p>
---	--

The undersigned acting as incorporator(s) of a nonprofit corporation under the Tennessee Nonprofit Corporation Act adopts the following Articles of Incorporation.

1. The name of the corporation is: THE CONTRIBUTOR, INC.

2. Please complete all of the following sentences by checking one of the two boxes in each sentence:

This corporation is a public benefit corporation / mutual benefit corporation.

This corporation is a religious corporation / not a religious corporation.

This corporation will have members / not have members.

3. The name and complete address of the corporation's initial registered agent and office in Tennessee is:

<u>TASHA FRENCH</u>	<u>188 Brooksboro Terrace</u>	<u>Nashville</u>	<u>TN 37217 DAVIDSON</u>
Name	Street Address	City	State, Zip Code County

4. List the name and complete address of each incorporator:

TASHA FRENCH 188 BROOKSBORO TERRACE, NASHVILLE, TN 37217
Name (Include Street Address, City, State, and Zip Code)

Name (Include Street Address, City, State, and Zip Code)

Name (Include Street Address, City, State, and Zip Code)

5. The complete address of the corporation's principal office is:

<u>188 BROOKSBORO TERRACE NASHVILLE</u>	<u>TN</u>	<u>37217</u>
Street Address	City	State/Country Zip Code

6. The corporation is not for profit.

7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time are:


Date _____, Time _____ (Not to exceed 90 days.)

8. Insert here the provisions regarding the distribution of assets upon dissolution:

SEE ATTACHMENT.

9. Other provisions:

SEE ATTACHMENT.

<p><u>10/5/07</u> Signature Date</p>	<p> Incorporator's Signature <u>TASHA FRENCH</u> Incorporator's Name (typed or printed)</p>
--	---

0102.1003

ATTACHMENT
TO
CHARTER

THE CONTRIBUTOR, INC.

10. No part of the net earnings of the corporations shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the corporations shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of the purposes set forth in Article Nine hereof. 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) and political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any 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.
11. Upon the dissolution of the corporation, assets shall be distributed for one or more exempt provisions within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. 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.
12. The officers and directors of the corporation shall be indemnified by the corporation in accordance with the Tennessee Code Annotated 48-501-509, or the corresponding sections of any future Tennessee statutes.

04 October 2007


TASHA FRENCH

01021003

-2-

THE CONTRIBUTOR INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Choi". The signature is written in a cursive style with a large, looping initial "R".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 10/05/07
REQUEST NUMBER: 6142-1063
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 10/05/07 1325
EFFECTIVE DATE/TIME: 10/05/07 1325
CONTROL NUMBER: 0560372

TO:
THE CONTRIBUTOR; INC.
188 BROOKSBORO -
TERRACE
NASHVILLE, TN 37217

RE:
THE CONTRIBUTOR, INC.
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - NONPROFIT

ON DATE: 10/05/07

FROM:
CONTRIBUTOR, INC. (THE)
188 BROOKSBORO -
TERRACE
NASHVILLE, TN 37217-0000

RECEIVED: FEES
 \$100.00 \$0.00
TOTAL PAYMENT RECEIVED: \$100.00

RECEIPT NUMBER: 00004277705
ACCOUNT NUMBER: 00580424



SS-4458

Riley C. Darnell
RILEY C. DARNELL
SECRETARY OF STATE



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **THE CONTRIBUTOR, INC.**

General Information

SOS Control #	000560372	Formation Locale: TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed: 10/05/2007
	10/05/2007 1:25 PM	Fiscal Year Close 12
Status:	Active	
Duration Term:	Perpetual	
Public/Mutual Benefit:	Public	

Registered Agent Address
CATHY JENNINGS
154 5TH AVE N
NASHVILLE, TN 37219-2316

Principal Address
WILL CONNELLY
154 REP JOHN LEWIS WAY N
NASHVILLE, TN 37219-2316

The following document(s) was/were filed in this office on the date(s) indicated below:

<u>Date Filed</u>	<u>Filing Description</u>	<u>Image #</u>
03/18/2024	2023 Annual Report	B1528-6859
	Principal Address 3 Changed From: CATHY JENNINGS To: WILL CONNELLY	
02/01/2023	2022 Annual Report	B1330-7863
06/01/2022	2021 Annual Report	B1218-1055
03/31/2021	2020 Annual Report	B1013-3411
	Principal Address 1 Changed From: 154 5TH AVE N To: 154 REP JOHN LEWIS WAY N	
01/14/2020	2019 Annual Report	B0799-9862
02/28/2019	2018 Annual Report	B0660-6103
	Principal Address 3 Changed From: LAUREN DOUGALL To: CATHY JENNINGS	
	Registered Agent First Name Changed From: LAUREN To: CATHY	
	Registered Agent Last Name Changed From: DOUGALL To: JENNINGS	
03/27/2018	2017 Annual Report	B0518-9208
	Principal Address 3 Changed From: BRADY BANKS To: LAUREN DOUGALL	
	Registered Agent First Name Changed From: BRADY To: LAUREN	
	Registered Agent Last Name Changed From: BANKS To: DOUGALL	
03/16/2017	2016 Annual Report	B0363-0734
04/01/2016	2015 Annual Report	B0229-0136

Filing Information

Name: THE CONTRIBUTOR, INC.

08/28/2015 Application for Reinstatement	B0126-6241
Filing Status Changed From: Inactive - Dissolved (Administrative) To: Active	
Inactive Date Changed From: 08/08/2015 To: No Value	
08/28/2015 2014 Annual Report	B0147-3772
Principal Address 3 Changed From: No value To: BRADY BANKS	
Registered Agent First Name Changed From: TASHA To: BRADY	
Registered Agent Last Name Changed From: FRENCH To: BANKS	
08/08/2015 Dissolution/Revocation - Administrative	B0141-2943
Filing Status Changed From: Active To: Inactive - Dissolved (Administrative)	
Inactive Date Changed From: No Value To: 08/08/2015	
06/02/2015 Notice of Determination	B0107-9073
02/05/2014 2013 Annual Report	A0213-0501
03/29/2013 2012 Annual Report	A0169-2973
03/21/2012 2011 Annual Report	A0110-1918
Principal Postal Code Changed From: 37219 To: 37219-2316	
Principal County Changed From: No value To: DAVIDSON COUNTY	
02/23/2011 2010 Annual Report	A0058-0077
Registered Agent Physical Address 1 Changed From: 2112 Creighton Avenue To: 154 5th Ave. N.	
Registered Agent Physical Postal Code Changed From: 37206 To: 37219	
08/19/2010 2009 Annual Report	A0045-2479
Registered Agent Physical Address 1 Changed From: 1120 SHARPE AVE To: 2112 Creighton Avenue	
08/18/2010 Application for Reinstatement	6757-1734
Filing Status Changed From: Inactive - Dissolved (Administrative) To: Active	
Inactive Date Changed From: 08/08/2010 To: No Value	
08/08/2010 Dissolution/Revocation - Administrative	A0042-0294
Filing Status Changed From: Active To: Inactive - Dissolved (Administrative)	
06/03/2010 Notice of Determination	A0028-1575
01/29/2010 Amended and Restated Formation Documents	6647-1406
Principal Address 1 Changed From: 201B 32ND AVE. SOUTH To: 154 5th Ave. N.	
Principal Postal Code Changed From: 37212 To: 37219	
Principal County Changed From: No value To: Davidson County	
07/17/2009 2008 Annual Report	6569-2290
Principal Address Changed	
Mail Address Changed	
06/03/2009 Notice of Determination	ROLL 6550
03/28/2008 2007 Annual Report	6260-1976

Filing Information

Name: **THE CONTRIBUTOR, INC.**

Registered Agent Physical Address Changed

10/05/2007 Initial Filing

6142-1063

Active Assumed Names (if any)

Date

Expires

Details

X

CONTRIBUTOR, INC. (THE)

154 REP. JOHN LEWIS WAY N. NASHVILLE TN 37219

Mr. WILLIAM H CONNELLY

(615) 829-6829

www.thecontributor.org

Status: Active

CO Number: COI5025

Registration Date: 05/12/2010

Renewal Date: 06/30/2025

Purpose

The Contributor creates economic opportunity with dignity by investing in the lives of people experiencing homelessness and poverty. We print a weekly street newspaper that provides over 300 individuals a source of earned income, builds community between vendors and customers; and, provides a diversity of perspectives and information on the condition of homelessness, highlighting the unique contributions of homeless and formerly homeless individuals.

Financials (17)	▼
Officers (12)	▼
Charity Events (0)	▼



Secretary of State Tre Hargett

The Hargett was elected by the Tennessee General Assembly in 2019 to Tennessee's 11th Secretary of State. He served from 2014-2018 and 2021-2022. He is currently serving in the third consecutive term of the Department of State with a budget of more than \$100 million. He has a background in business and government, and has worked for the Tennessee Department of State for over 15 years. He is currently serving as the Secretary of State for the Tennessee Department of State.



About the Office

The Tennessee Secretary of State has been elected by the Tennessee General Assembly. The Secretary of State is elected by the General Assembly to a four-year term. The constitution provides that it is the duty of the Secretary of State to keep a register of the official public proceedings of the

Details



CONTRIBUTOR, INC. (THE)

154 REP. JOHN LEWIS WAY N. NASHVILLE TN 37219

Mr. WILLIAM H CONNELLY

(615) 829-6829

www.thecontributor.org

Status: Active

CO Number: COI5025

Registration Date: 05/12/2010

Renewal Date: 06/30/2025

Purpose

The Contributor creates economic opportunity with dignity by investing in the lives of people experiencing homelessness and poverty. We print a weekly street newspaper that provides over 300 individuals a source of earned income, builds community between vendors and customers; and, provides a diversity of perspectives and information on the condition of homelessness, highlighting the unique contributions of homeless and formerly homeless individuals.

Financials (17) 

Officers (12) 

Charity Events (0) 



© 2021 Tennessee Secretary of State | [Web and Social Media Policies](#)

The Contributor, Inc.

Financial Statements
For the Years Ended December 31, 2023 and 2022

The Contributor, Inc.
Financial Statements
For the Years Ended December 31, 2023 and 2022

Contents

Independent Auditor's Report	1
Financial Statements	
Statements of Financial Position	3
Statements of Activities	4
Statements of Functional Expenses	5
Statements of Cash Flows	7
Notes to Financial Statements	8 - 12



Independent Auditor's Report

Board of Directors
The Contributor, Inc.

Opinion

We have audited the financial statements of The Contributor, Inc. (The Organization), which comprise the statements of financial position as of December 31, 2023 and 2022, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Organization as of December 31, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

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

Blankenship CPA Group PLLC

Blankenship CPA Group, PLLC
Nashville, Tennessee
June 20, 2024

The Contributor, Inc.
Statements of Financial Position
December 31, 2023 and 2022

	2023	2022
Assets		
Cash	\$ 639,491	\$ 521,679
Accounts receivable	221,041	233,532
Other assets	3,102	3,102
Operating lease right of use assets	32,141	-
Property and equipment, net	<u>1,971</u>	<u>4,149</u>
Total assets	\$ 897,746	\$ 762,462
Liabilities and Net Assets		
Liabilities		
Accounts payable and accrued expenses	\$ 28,036	\$ 2,708
Operating lease liabilities	<u>32,016</u>	<u>-</u>
Total liabilities	60,052	2,708
Net assets		
Without donor restrictions	<u>837,694</u>	<u>759,754</u>
Total liabilities and net assets	\$ 897,746	\$ 762,462

The Contributor, Inc.
Statement of Activities
For the Years Ended December 31, 2023 and 2022

	2023	2022
Support and Revenues		
Newspaper sales, net of discounts	\$ 43,582	\$ 40,861
Contributions of cash and other financial assets		
Grants	955,005	981,846
Other contributions	264,084	207,496
Advertising income	16,225	19,280
Other income	<u>14,501</u>	<u>-</u>
Total support and revenues	1,293,397	1,249,483
Expenses		
Program services	1,097,593	919,038
Management and general	85,757	89,086
Fundraising	<u>32,107</u>	<u>13,615</u>
Total expenses	1,215,457	1,021,739
Change in net assets without donor restrictions	77,940	227,744
Net assets without donor restrictions, beginning of year	<u>759,754</u>	<u>532,010</u>
Net assets without donor restrictions, end of year	\$ 837,694	\$ 759,754

The Contributor, Inc.
Statement of Functional Expenses
For the Year Ended December 31, 2023

	Program services	Management and general	Fundraising	Total
Contracted services	\$ 10,723	\$ 37,236	\$ -	\$ 47,959
Charitable donations	250	-	-	250
Depreciation	-	1,496	-	1,496
Fundraising events	-	-	22,176	22,176
Insurance	-	5,416	-	5,416
IT and communications	-	7,956	-	7,956
Miscellaneous	571	-	-	571
Newspaper costs	101,964	-	-	101,964
Office	24,142	10,456	-	34,598
Payroll taxes	47,289	626	626	48,541
Rent	-	13,175	-	13,175
Resource guide	42,687	-	-	42,687
Salaries and wages	702,678	9,305	9,305	721,288
Taxes and licenses	-	91	-	91
Travel	41	-	-	41
Vendor program gear	14,247	-	-	14,247
Vendor support	153,001	-	-	153,001
	<u>\$ 1,097,593</u>	<u>\$ 85,757</u>	<u>\$ 32,107</u>	<u>\$ 1,215,457</u>

The Contributor, Inc.
Statement of Functional Expenses
For the Year Ended December 31, 2022

	Program services	Management and general	Fundraising	Total
Advertising and promotions	\$ 5,072	\$ -	\$ 6,652	\$ 11,724
Contracted services	5,078	27,429	-	32,507
Charitable donations	135	-	-	135
Database expense	4,928	-	-	4,928
Depreciation	-	4,157	-	4,157
Insurance	-	3,433	-	3,433
IT and communications	-	8,307	-	8,307
Miscellaneous	13,280	-	-	13,280
Newspaper costs	101,332	-	-	101,332
Office	-	30,347	-	30,347
Payroll taxes	34,773	463	463	35,699
Rent	-	8,400	-	8,400
Salaries and wages	487,704	6,500	6,500	500,704
Taxes and licenses	-	50	-	50
Travel	344	-	-	344
Vendor program gear	18,911	-	-	18,911
Vendor support	247,481	-	-	247,481
	<u>\$ 919,038</u>	<u>\$ 89,086</u>	<u>\$ 13,615</u>	<u>\$ 1,021,739</u>

The Contributor, Inc.
Statements of Cash Flows
For the Years Ended December 31, 2023 and 2022

	2023	2022
Cash, beginning of year	\$ 521,679	\$ 285,346
Cash flows from operating activities		
Change in net assets	77,940	227,744
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	1,496	4,157
(Gain) loss on disposal of property and equipment	682	-
Noncash lease expense	(125)	-
Change in:		
Accounts receivable	12,491	10,494
Other assets	-	(2,702)
Accounts payable and accrued expenses	25,328	(3,360)
Net cash provided (used) by operating activities	<u>117,812</u>	<u>236,333</u>
Cash, end of year	\$ 639,491	\$ 521,679

The Contributor, Inc.
Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

Note 1. Organization and Nature of Activities

The Contributor, Inc. (the Organization) is a Tennessee nonprofit corporation located in Nashville, Tennessee. The Organization publishes a newspaper in Nashville, Tennessee and surrounding areas that accomplishes the following: provides a diversity of perspectives and information on the condition of homelessness while highlighting the contributions of homeless and formerly homeless individuals, provides homeless and formerly homeless newspaper vendors with a source of income, and creates community between vendors and customers. Newspapers are sold exclusively by homeless and formerly homeless individuals. The Organization is supported primarily by newspaper sales and contributions and grants.

Note 2. Summary of Significant Accounting Policies

Basis of Accounting

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

Financial Statement Presentation

The financial statements are reported in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) for *Presentation of Financial Statements, Not-For-Profit Entities*. Under those provisions, net assets and revenues, gains, and losses are classified based on the absence or existence and nature of donor-imposed restrictions as follows:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed stipulations.

Net assets with donor restrictions – Net assets subject to donor-imposed stipulations that can be fulfilled by actions of the Organization pursuant to those stipulations or that expire by the passage of time.

Use of Estimates

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

Cash

The Organization's cash consists primarily of cash on deposit with financial institutions.

Property and Equipment

The Organization capitalizes all expenditures in excess of \$500 for property and equipment. Property and equipment acquisitions are carried at cost if purchased or fair value if donated. Depreciation is calculated on the straight-line method over the estimated useful lives of the assets ranging from three to five years. Expenditures for repairs and maintenance are expensed as incurred. Donations of property are reported as contributions without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as contributions with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

The Contributor, Inc.
Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

Note 2. Summary of Significant Accounting Policies

Revenue Recognition

Contributions of Cash and Other Financial Assets

Contributions of cash and other financial assets are received and recorded as with or without donor restrictions depending on the existence of any donor restrictions. Contributions received and unconditional promises to give are measured at their estimated fair values and are reported as an increase in net assets. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction is satisfied in the reporting period in which the contribution is recognized. When a donor restriction expires, that is, when a stipulated time restriction ends, or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Contributions of Nonfinancial Assets

Contributions of nonfinancial assets are reflected as revenue at fair value at the date of donation and are reported as unrestricted support unless explicit donor stipulations specify how donated assets must be used. The Organization recognizes the fair value of contributed services received if such services (a) create or enhance nonfinancial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not contributed.

Grants

Grants consist of amounts provided from grantors to fund certain programs and are accounted for as exchange transactions. Any amounts received in excess of related program expenditures are presented as deferred revenues.

Functional Expenses

The costs of providing program services and supporting services have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Such allocations are determined by management on an equitable basis and consist primarily of salaries and wages which are allocated based on time and effort.

Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

Leases

The Organization determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Organization also considers whether its service arrangements include the right to control the use of an asset.

The Contributor, Inc.
Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

Note 2. Summary of Significant Accounting Policies

Leases

The Organization recognizes most leases on its statements of financial position as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Leases are classified as either finance leases or operating leases based on certain criteria. Classification of the lease affects the pattern of expense recognition in the statements of activities and functional expenses.

The Organization made an accounting policy election available not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease (or January 1, 2022, for existing leases upon the adoption of ASC Topic 842, *Leases*). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives received. To determine the present value of lease payments, the Organization made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of Topic 842).

Future lease payments may include fixed-rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes of an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Residual value guarantees or payments for terminating the lease are included in the lease payments only when it is probable they will be incurred.

The Organization has made an accounting policy election for lease and nonlease components in its contracts as a single lease component for its real estate, vehicle and equipment asset classes. The nonlease components typically represent additional services transferred to the Organization, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

Advertising and Promotions

The Organization expenses advertising costs as incurred.

Note 3. Liquidity and Availability

The following represents the Organization's financial assets:

	2023	2022
Financial assets		
Cash	\$ 639,491	\$ 521,679
Accounts receivable	<u>221,041</u>	<u>233,532</u>
Financial assets available to meet cash needs for general expenditures within one year	\$ 860,532	\$ 755,211

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

The Contributor, Inc.
Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

Note 4. Property and Equipment

Property and equipment consist of the following:

	2023	2022
Computer software and database	\$ 1,535	\$ 1,535
Furniture and equipment	10,464	10,458
Less: accumulated depreciation	<u>(10,028)</u>	<u>(7,844)</u>
Property and equipment, net	\$ 1,971	\$ 4,149

Note 5. Leases

The Organization leases office space under an operating lease agreement expiring December 31, 2025. The Organization's operating lease generally does not contain any material restrictive covenants or residual value guarantees.

Operating lease cost is recognized on a straight-line basis over the lease term and was \$8,275 during 2023.

Supplemental cash flow information related to leases is as follows for the year:

Cash paid for amounts included in measurement of lease liabilities:

Operating cash outflows – payments on operating leases	\$ 8,400
--	----------

Right-of-use assets obtained in exchange for new lease obligations:

Operating leases	\$ 39,718
------------------	-----------

Supplemental statement of financial position information related to leases is as follows as:

	2023	2022
Operating lease right-of-use assets	\$ 32,141	\$ -
Operating lease liabilities, net of current portion	\$ 32,016	-
Weighted-average remaining lease term	2 years	
Weighted-average discount rate	4.68%	

The Contributor, Inc.
Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

Note 5. Leases

Future undiscounted cash flows and a reconciliation to the lease liabilities recognized on the balance sheet are as follows:

Years ending December 31,	Operating Leases
2024	\$ 16,800
2025	<u>16,800</u>
Total lease payments	33,600
Less imputed interest	<u>(1,584)</u>
Total present value of lease liabilities	\$ 32,016

Note 6. Concentrations

The Organization maintains its cash in bank accounts that may at times exceed federally insured limits; however, the Organization has not experienced any losses in such accounts. Management believes the Organization is not exposed to any significant credit risk regarding cash balances. Uninsured balances as of December 31, 2023 and 2022 totaled approximately \$395,000 and \$272,000, respectively.

Substantially all newspaper-printing costs were purchased from one supplier during 2023 and 2022.

Two grantors comprised approximately 61% and 78% of all support and revenue to the Organization during 2023 and 2022, respectively.

Note 7. Subsequent Events

Management has evaluated subsequent events through June 20, 2024, the date on which the financial statements were available to be issued.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 6 Cadillac Drive, Suite 200 Brentwood TN 37027		CONTACT NAME: Christie Bradshaw PHONE (A/C, No, Ext): (615) 385-2860 E-MAIL ADDRESS: christie.bradshaw@bbrown.com FAX (A/C, No): (615) 385-8360																						
INSURED The Contributor Inc. Po Box 332023 Nashville TN 37203-7519		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td colspan="2">INSURER B: Accident Fund Insurance Company of America</td> <td>10166</td> </tr> <tr> <td colspan="2">INSURER C: The Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Hartford Underwriters Insurance Company		30104	INSURER B: Accident Fund Insurance Company of America		10166	INSURER C: The Hanover Insurance Company		22292	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A: Hartford Underwriters Insurance Company		30104																						
INSURER B: Accident Fund Insurance Company of America		10166																						
INSURER C: The Hanover Insurance Company		22292																						
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL2511538350 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20SBMAS7FNZ	05/25/2024	05/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> AUTOS ONLY			20SBMAS7FNZ	05/25/2024	05/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	DAP99000283200	04/04/2024	04/04/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Claims-Made & Reported Professional Liability			LH5H495248 04	01/21/2025	01/21/2026	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Subject to all of the terms, conditions, exclusion and definitions of the above referenced policies as issued by the carrier(s).

CERTIFICATE HOLDER	CANCELLATION
Metro Public Health Department 2500 Charlotte Avenue Nashville TN 37209	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



Coverage: MPL

Endorsement Number: 1

Issued To: The Contributor Inc

Policy Number: LH5-H495248-03

Issued By: The Hanover Insurance Company

Effective Date: 01/21/2024

CYBER FIRST PARTY COVERAGES

In consideration of the premium charged it is agreed that:

SCHEDULE			
<u>Cyber First Party Coverages</u>	<u>Limit of Liability</u>	<u>Deductible</u>	<u>Retroactive Date</u>
Cyber Expense	\$100,000	\$2,500	See Item 8 on the Declaration page

A. Section A. Coverage is amended to include:

Cyber First Party Coverages

a. Breach Event Expenses

We will pay Breach Event Expenses directly resulting from a **Privacy Breach** or **Security Breach** first discovered by **You** during the **Policy Period**.

b. Breach Restoration Expenses

We will pay Breach Restoration Expenses directly resulting from a **Security Breach** first discovered by **You** during the **Policy Period** and which results in the damage, deletion or destruction of **Data** owned by **You** or for which **You** are legally liable.

c. Cyber Investigation Expenses

We will pay Cyber Investigation Expenses directly resulting from a **Regulatory Investigation** regarding a **Privacy Breach** or **Security Breach** first discovered by **You** during the **Policy Period**.

d. Cyber Business Interruption and Extra Expense

We will pay loss of Business Income and additional **Extra Expense**, incurred by **You** during the **Period of Restoration**, directly resulting from a **Security Breach** which first occurs during the **Policy Period** and which results in an actual impairment or denial of service of **Business Operations** during the **Policy Period**.

e. Cyber Extortion

We will pay Cyber Extortion Expenses directly resulting from a **Threat** first against **You** during the **Policy Period** and which results in **You** surrendering any funds or property to a natural person who makes such **Threat**.

f. Cyber Theft

We will pay Cyber Theft Loss first discovered by **You** during the **Policy Period**.



Coverage: MPL

Endorsement Number: 1

Issued To: The Contributor Inc

Policy Number: LH5-H495248-03

Issued By: The Hanover Insurance Company

Effective Date: 01/21/2024

- B. For the purposes of coverage provided by this endorsement, Section C.1 Limit of Liability is amended to include:

The most **We** will pay for all **Cyber Expenses** resulting from a **Privacy Breach, Security Breach, Threat or Cyber Theft Loss** first discovered by **You** during the **Policy Period** shall be the Limit of Liability stated in the Schedule above.

The Limit of Liability stated in the Schedule above shall be part of, and not in addition to, the Aggregate Limit shown in Item 3. of the Declarations page.

- C. For the purposes of coverage provided by this endorsement, Section C.2 Deductible, paragraph a., is amended to include:

You will pay the deductible amounts shown in the Schedule above. The deductibles apply as applicable to each **Cyber Expense**. **You** must pay the deductible immediately when invoiced. If different parts of a **Claim** or related **Cyber Expenses** are subject to different deductibles in different Insuring Agreements, the applicable deductibles will be applied separately to each part of such **Claim** or **Cyber Expense** but the sum of such deductibles shall not exceed the largest applicable deductible for a single **Claim** and related **Cyber Expenses**. **Cyber Expenses** are subject to the deductible applicable to the **Policy Period** during which such **Cyber Expense** was deemed to have been discovered or incurred.

- D. Section D. Definitions, the definition of **Loss**, is amended to include:

Loss also includes **Cyber Expense**.

- E. Section D. Definitions is amended to include:

Breach Event Expenses means the reasonable and necessary expenses incurred for a stipulated period of time with **Our** prior approval, from the date a **Security Breach** or **Privacy Breach** is first discovered by any of **You**:

1. To conduct an investigation and forensic analysis to determine the cause of a covered **Security Breach** or **Privacy Breach**;
2. To determine and notify the individuals whose **Confidential Records** were accessed or acquired including, but not limited to the cost of mailing, printing, advertising and other communications;
3. To establish a call center to be used by individuals whose **Confidential Records** were accessed or acquired;
4. For credit or identity monitoring or identity theft education assistance including fees, costs or expenses associated with the purchase of an identity fraud insurance policy to benefit individuals whose **Confidential Records** were accessed or acquired;
5. To retain a public relations crisis management or law firm as consultants to minimize harm directly arising from a covered **Security Breach** or **Privacy Breach**; or
6. For any other expenses or services pre-approved in writing by **Us** at **Our** sole and absolute discretion.

Breach Restoration Expenses means the reasonable cost of the blank **Storage Media**, and the reasonable cost of labor, with **Our** prior approval, for the actual transcription or copying of **Data** or **Storage Media**, furnished by **You**, in order to reproduce such **Data** or replace such **Storage Media**, from data and/or **Storage Media** of comparable kind or quality, respectively.



Coverage: MPL

Endorsement Number: 1

Issued To: The Contributor Inc

Policy Number: LH5-H495248-03

Issued By: The Hanover Insurance Company

Effective Date: 01/21/2024

Business Income means **Your**:

1. Net profit or loss that would have been earned or incurred before income taxes; and
2. Continuing normal operating and payroll expenses.

Business Income does not include interest or investment income.

Business Operations means **Your** usual and regular business activities.

Cyber Expense means **Breach Event Expenses, Breach Restoration Expenses, Cyber Investigation Expenses, Business Income, Extra Expense, Cyber Extortion Expenses,** and **Cyber Theft Loss.** All **Cyber Expenses** based upon, arising out of or in any way related to any **Claim, Potential Claim, Pre-Claim Assistance, investigation, proceeding, fact, circumstance, situation, Privacy Breach, Security Breach, Threat, or Cyber Theft Loss,** or logically or causally connected **Privacy Breach, Security Breach, Threat, or Cyber Theft Loss,** will be considered one **Cyber Expense.** Such **Cyber Expense** will be considered first discovered at the time the earliest such **Cyber Expense** is discovered by any of **You.**

Cyber Extortion Expenses means:

1. Funds or property **You** surrender or pay, with the prior written authority of law enforcement and **us,** and any of the following expenses set forth below, incurred by **You** with **Our** prior written approval:
2. Reasonable fees and expenses paid by **You** to an independent negotiator or consultant;
3. Reasonable travel and accommodation expenses; or
4. Any other reasonable expense; and
5. Loss resulting directly from the actual destruction, disappearance, confiscation or wrongful abstraction of funds or property, intended as an extortion payment, while being held or conveyed by any natural person or entity, duly authorized by **You** to have custody of such funds or property.

Cyber Investigation Expenses means all expenses **We** incur or authorize in writing for the investigation, adjustment, defense or appeal of a **Regulatory Investigation.**

Cyber Theft Loss means loss resulting directly from the unauthorized transfer, payment or delivery of funds by a natural person (other than any of **You**) who has gained unauthorized access to **Your System** or through a **Network** into **Your System.**

Extra Expense means the reasonable and necessary expenses **You** incur, with **Our** prior approval, in an attempt to continue **Business Operations** that are over and above the expenses **You** would have normally incurred. **Extra Expense** does not include any costs of updating, upgrading or remediation of **Your System.**

Liquidated Damages means a sum of money stipulated by the parties to a contract as the amount of damages to be recovered for a breach of such contract.

Network means any services provided by or through the facilities of any electronic or **Computer** communication system, including any shared networks, Internet access facilities, or other similar facilities for such systems, in which **You** participate, allowing the input, output, examination, visualization or transfer of **Data** or programs, from one **Computer** to **Your Computer.**

Period of Restoration means that period which begins:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Encouragement Services Contract # _____ January 15, 2025

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
YOUTH ENCOURAGEMENT SERVICES**

This Grant Contract issued and entered into pursuant to Resolution RS2025-_____ by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Youth Encouragement Services, ("Recipient"), is for the provision of the South Nashville Community Safety program, as further defined in the "SCOPE OF PROGRAM". Attachments A through H are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. The Recipient will partner with the Metro Public Health Department in implementing a program focusing on Engaging and Supporting Youth by providing comprehensive services that support whole-child development and advance youth development through meeting basic needs and direct program service hours that improve literacy skills, physical health, and social emotional learning skills.

The recipient will deliver high-quality afterschool programs to students who are primarily from low-income and food-insecure families that support social, emotional, cognitive, and academic development, reduce risky behaviors, promote physical health, and provide a safe and supportive environment for children and youth:

- Deliver 26,000 meals to students who are primarily from low-income and food-insecure families. Provide STREAM tutoring for 2nd through 5th grade students and daily homework assistance and tutoring to improve literacy skills and attitudes toward reading.
- Incorporate visual, aural auditory, verbal kinesthetic, logical, social, and solitary learning styles into the programming to make lifelong learners and readers.
- Provide trauma-informed weekly programming that helps develop social emotional learning skills for youth in partnership with Girls, Inc., AMEND Together, and Small World Yoga.
- Pair 10 mentors with students and offer ongoing engagement at a variety of levels to build confidence, link positive role models, and encourage educational and personal development.
- Train youth team athletics, improve self-esteem, and teach discipline and sportsmanship with a supportive environment, reaching over 150 kids from 8 community programs.
- Consistent programs that increase self-awareness, improve self-esteem, promote positive social skills, problem solving, and teamwork to reduce youth violence/aggression.

A.2. The Recipient must spend funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment A. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro according to a mutually acceptable process and schedule, and when needed, upon request. These data shall include:

- Frequency of services provided.
- Sign in sheets with dates and times of services or meetings.
- Monthly program progress reports.
- Number of families receiving meals.
- Number of homework and tutorial sessions held.
- Number of mentors recruited and connected to mentees.
- Number of residents served.
- Other data as requested.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Encouragement Services Contract # _____ January 15, 2025

A.3. The Recipient will only utilize these funds for services the Recipient provides to residents and/or visitors in Davidson County. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed Eighty Thousand dollars (\$80,000). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1. For each invoice submitted, the Recipient shall certify that the funds were utilized for necessary expenditures related to the completion of the work, as described in Section A of this Grant Contract.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.

Recipient must send all invoices to Anidolee.Melville-Chester@nashville.gov.

Final invoices for the contract period should be received within thirty (30) days after the end of the contract. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Encouragement Services Contract # _____ January 15, 2025

- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed. Any unallowable cost discovered after payment of the final invoice shall be returned by the Recipient to Metro within fifteen (15) days of notice.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
 - D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
 - D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
 - D.3. **Termination for Cause.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
 - D.4. **Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.
 - a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
 - b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.
 - D.5. **Termination - Funding.** The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Encouragement Services Contract # _____ January 15, 2025

all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual and in accordance with 2 CFR 200 Uniform Guidance. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit a Final Program Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Encouragement Services Contract # _____ January 15, 2025

- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.17. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.18. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Encouragement Services Contract # _____ January 15, 2025

- D.22. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- D.23. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.24. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.25. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.26. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.27. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by email transmission, or by first class mail, addressed to the respective party at the appropriate email or physical address as set forth below or to such other party, email, or address as may be hereafter specified by written notice.

Metro

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Encouragement Services Contract # _____ January 15, 2025

For contract-related matters:
Holly.rice@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-8900

For inquiries regarding invoices:
Nancy.uribe@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-5634

Recipient

Youth Encouragement Services
Executive Director
12965 Old Hickory Boulevard
Antioch, TN 37013

D.28. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.29. Certification Regarding Debarment and Convictions.

- a) Recipient certifies that Recipient, and its current and future principals:
 - 1) are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program.
 - 2) have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant.
 - 3) have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - 4) are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.29(a)(2) and D.29(a)(3) of this certification.

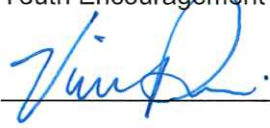
Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Encouragement Services Contract # _____ January 15, 2025

- b) Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.29(a).
- D.30. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.
- D.31. **Health Insurance Portability and Accountability Act.** Metro and Recipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its accompanying regulations.
- a. Recipient warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.
 - b. Recipient warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.
 - c. Recipient agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and Recipient in compliance with HIPAA. This provision shall not apply if information received by the Recipient from Metro under this Agreement is not “protected health information” as defined by HIPAA, or if HIPAA permits Recipient and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Encouragement Services Contract # _____ January 15, 2025

RECIPIENT: Youth Encouragement Services

By: 

Sworn to and subscribed to before me, a Notary Public this 18th day of February, 2025, by Viva Price, the Executive Director of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: 

My Commission Expires: 05/08/2028



Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Encouragement Services Contract # _____ January 15, 2025

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by: Sanmi Areda 2/26/2025
0872295CD81A4B1
Director, Metro Public Health Department Date

Signed by: Tiné Hamilton Franklin 3/6/2025
BEBF0BBF14D14B0...
Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by: Jennine Reed/mjw Initial DS 3/7/2025
62377A2A3742469... DH AP
Director, Department of Finance Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by: Balagun Cobb 3/8/2025
68804BF12FD741C...
Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth 3/17/2025
Metropolitan Attorney Date

FILED:

Metropolitan Clerk Date

Grant contract between the Metropolitan Government of Nashville and Davidson County and Youth Encouragement Services Contract # _____ January 15, 2025

Table of Contents of Attachments:

- A. Grant Spending Plan
- B. Application
- C. Certificate of Assurance
- D. Non-Profit Grants Manual Receipt Acknowledgement
- E. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Letter
- F. Non-Profit Charter and Tennessee Secretary of State Non-Profit Confirmation
- G. Independent Audit completed by Certified Public Accountant
- H. Certificate of Insurance

GRANT BUDGET

(BUDGET PAGE 1)

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the grant period.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries	\$54,000.00	\$0.00	\$54,000.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award	\$0.00	\$0.00	\$0.00
5	Supplies	\$5,256.00	\$0.00	\$5,256.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest	\$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	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel	\$20,744.00	\$0.00	\$20,744.00
20	Capital Purchase	\$0.00	\$0.00	\$0.00
22	Indirect Cost (0% of S&B)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$80,000.00	\$0.00	\$80,000.00

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: <https://www.tn.gov/assets/entities/finance/attachments/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

(BUDGET PAGE 2)

SALARIES						AMOUNT
Name - Title	Salary	x	Percentage	+	Longevity	
Tanesha Stenson	27000	x	100%	+		\$ 27,000.00
Jamarius Williams	27000	x	100%	+		\$ 27,000.00
ROUNDED TOTAL						\$ 54,000.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
ROUNDED TOTAL	\$ -

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
ROUNDED TOTAL	\$ -

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
ROUNDED TOTAL	\$ -

Complete this Cover Sheet and sign where indicated. Attach it to the Program Narrative, Spending Plan, and Spending Plan Narrative. Email the entire Application Packet to both Detra.major@nashville.gov and Dianne.harden@nashville.gov by 4:29 pm on September 13, 2024.

FY25 COMMUNITY SAFETY FUND APPLICATION COVER SHEET

(Application Part A)

CIRCLE THE ONE CATEGORY OF FUNDING THAT YOU ARE APPLYING FOR:

Literacy: <input type="checkbox"/>	Domestic Violence: <input type="checkbox"/>	Community Service: <input checked="" type="checkbox"/>	Afterschool Programs: <input type="checkbox"/>	Community Violence Prevention <input type="checkbox"/>	Group <input type="checkbox"/>
Restorative Justice <input type="checkbox"/>	Workshops/Seminars <input type="checkbox"/>	After School Program <input checked="" type="checkbox"/>	Violence <input type="checkbox"/>	Outreach and Education <input type="checkbox"/>	Special Assistance to Individuals <input type="checkbox"/>

WILL THE PROPOSED PROGRAM BE: (Choose One)

A New Program: <input type="checkbox"/>	An Existing Program: <input checked="" type="checkbox"/>	An Expansion of Existing Program: <input type="checkbox"/>
---	--	--

APPLICANT INFORMATION

Legal name of Applicant (Agency):

Contact Person Name:	Viva Price	Title:	Executive Director
Contact Person Phone:	423-605-4130	Email Address:	viva@youthencouragement.org
Agency CEO Name:	Viva Price	Title:	Executive Director
Agency CEO Phone:	615-315-5333	Email Address:	viva@youthencouragement.org

AGENCY'S MAIN OFFICE

Complete Address:	3016 Nolensville Pike, Nashville, TN 37211		
Phone:	615-315-5333	Fax:	615-315-5344
Website:	www.youthencouragement.org		

FINANCIAL INFORMATION

Agency's most recent FY Actual Revenues ▶ *(See Note Below)	\$1,020,901	Amount of current FY25 CSF grant or direct appropriation (if applicable):	\$0
Total FY25 CSF Request ▶ (round to nearest \$100)	\$110,200	Agency's Fiscal Year Start Date (Month/Day):	01/01
This amount should not exceed 20% of most recent actual revenues. Requests over 20% will render application ineligible. ▶	9.6%	(Leave Blank)	

For the current fiscal year, list funds received from Metro Nashville Government, including funds received from any department or Metro Council Appropriation (attach additional pages if necessary).

Source:	South Nashville Community Safety Fund	Amount: \$	\$38,000
Source:		Amount: \$	
Source:		Amount: \$	

Does the applicant have a certified audit performed each year? Yes No

Applicants are required to submit an electronic copy of 1.) the most recent agency audit and 2.) a copy of agency's current registration status with the Secretary of State, Division of Charitable Solicitations and Gaming to fred.adom@nashville.gov. (See page 10 of CEF Handbook for details.) IS THIS THE CURRENT PROCESS

SIGNATURES

I certify under the penalty of law that the information in this application (including, without limitation, the "Certifications and Assurances") is accurate to the best of my knowledge. I am aware that my agency will not be eligible for funding if investigation at any time shows falsification. If falsification is shown after funding has been approved, any allocations already received and expended are subject to be repaid. I further certify that I am authorized to sign this application for the applying agency.

Signature of Authorized Official:		Date:	9/13/2024
-----------------------------------	---	-------	-----------

*** Per most recent agency audit. Revenues stated above must not include in-kind contributions.**



COMMUNITY SAFETY FUND

GRANT APPLICATION

FEIN: 62-0570681

REQUESTED FUNDS: \$110,200

1. EXECUTIVE SUMMARY (0)

- *What target population will you serve?*
 - *What services are you going to provide/deliver with this funding?*
 - *How will the community benefit from these services?*
-

Since its inception in 1956, Youth Encouragement Services (YES) has worked tirelessly to help families hope, dream, and plan for a brighter tomorrow. Program aims to advance youth development through meeting basic needs (safety, food access, hygiene, clothing, school supplies, & holiday support), supporting academic advancement, promoting mental wellness and social emotional learning skills, and providing access to recreation services and athletic programs that encourage physical activity. YES humbly requests \$110, 200 in Community Safety Program support to partially fund a center director position and transportation expenses. Its community-based sites will offer services that target historically underserved youth and families residing in South Nashville's economically distressed neighborhoods.

2. CAPACITY & ORGANIZATIONAL EXPERIENCE (10)

- *Describe your Agency's mission*
 - *Length of time/history providing services to the population and the issue described in the selected Service Category.*
 - *Briefly list and describe the backgrounds, roles, and responsibilities of key management and program staff.*
 - *Are there any special awards, recognitions, or achievements for your program you would like to list*
-

The mission of Youth Encouragement Services is to enrich the lives of Nashville's youth by providing opportunities for them to reach their full potential spiritually, academically, physically, and socially through daily programming in a Christ-centered community. YES ensures our students are granted opportunities they might otherwise not experience. Two community centers provide a setting for K-12 students to develop individually, have an established community to which they belong, and experience enrichment opportunities. In 1956, our agency established "The Hobby Shop" as a juvenile diversion program for the youth who routinely appeared in courts. It taught woodworking, sewing, and life skills. In the early 1970's, a second Hobby Shop site was erected in the Woodbine/Radnor neighborhoods of South Nashville.

Students are supported from the moment they begin their academic journey through their transition to adulthood. YES expanded our building to house the Wayne Reed Childcare Center in the early 2000s, and our programs evolved to offer comprehensive youth development. An early learning center microsite is currently being retrofitted in our location off of the Nolensville Pike corridor. Transportation is provided, program participants receive scholarships, and registration fees are waived for over 95% of enrollees. YES also offers career development/post secondary education scholarships to alumni. Interventions range from a specialized literacy program to an athletics league, cultural enrichment experiences, mentorships, and outdoor camping adventures.

The Center Director position is vital to programming. They lead student recruitment and enrollment, staff development, program planning and implementation. They also handle transportation logistics, facility maintenance, and securing the program supplies for daily operations. More than half of the youth development specialists, (direct program

staff) are alumni of the program who have chosen to invest in the next generation. Having shared, lived experiences and an understanding of the South Nashville milieu are key factors in selecting who will have the opportunity to impact our community-based programs.

Tanesha Stenson (Carpenter's Square) has a bachelor's degree in physical education from Coker University and has been a semi professional basketball player. As a native of East Nashville and graduate of McGavock High, her personal story of resilience mirrors that of the youth and families served by YES. She participated in The Bridge youth development and mentoring program as a young adult. Ms. Stenson often references how that program offered support and guidance and how it motivates her to "pay it forward" for her students. She joined the organization in 2020. In addition to her daily programming duties, Ms. Stenson spearheads the meal program, ensuring that USDA approved meal patterned suppers and snacks suits the highly selective palates of our students. She is the commissioner of the YES Basketball League.

Jamarius Williams (Lindsley Center) was reared in an urban neighborhood of Brainerd in East Chattanooga who was also reared in a community that parallels that of South Nashville. He is an alumni of Tennessee State University with a degree in Business Administration and Business Information Solutions. Although he officially joined the organization in 2021, he has served as a volunteer mentor and basketball coach since 2011. Mr. Williams is also the co-founder of Heroes 4 Heroes, an inner city mentor program focused on showing youth 4th grade and up an outside the box perspective of success. The program introduced YES students to a host of professions and teaches youth life skills. Mr. Williams hosts the annual Fall Festival and Christmas Store outreach events at the Lindsley Center. He manages meal procurement for sites.

Viva Price has served as the Executive Director of Youth Encouragement Services since 2018. Her experience in public health and social services have uniquely equipped her to understand the intersections of how systemic barriers impact high risk populations. During her tenure as the District Director of Child Injury Prevention and Adolescent and Youth Services Cobb and Douglas Public Health received the National Association of County and City Health Officials (NACCHO) Model Practice Award for "Decreasing Risky Behaviors in Youth through the Power in Truth Conference." Ms. Price previously served as a community advocate and organizer for child abuse and neglect prevention initiatives in Metropolitan Atlanta, a public health care coordinator for the greater Boston region, and social services advocate for vulnerable youth and families in urban Knoxville and rural Appalachian communities.

3. PROBLEM & TARGET POPULATION (15)

- *Describe the characteristics of the target population including any relevant geographic indicators. Include any data sources for this information.*
- *Describe your experience in providing services to individuals who are directly or indirectly impacted by violence.*
- *Describe the target population's need as related to the Services Category, using clearly defined quantifiable measures. Include any data sources for this information.*
- *Describe how you plan to document and present evidence of services provided to residents of Nashville/Davidson County (See Contract Template, Sections A.3 & A.4).*
- *For Community Service Applicants: describe how you will document that the program beneficiaries are economically needy.*

The environmental scan from Davidson County's Community Health Improvement Plan found that minorities, low-income residents, and immigrants are most affected by a lack of societal resources in their communities. Local residents identified factors that could improve their quality of life: of the 7 changes listed, basic needs, safety, resources, and social network/support were prioritized. In working towards its mission of enriching Nashville youth's lives, YES proposes a program that employs a comprehensive approach to address health disparities among students from economically disadvantaged communities.

Because poverty creates barriers to accessing vital resources, the World Health Organization notes that it is one of the most critical indicators of future health and well-being. The Massachusetts Institute of Technology's Living Wage Calculator estimates that over \$90k is required for a family with 1 adult earner and 3 children to meet subsistence expenses within the Nashville metropolis. Self-reported data from enrollment applications reveal that the average YES family supports 4-5 children.

Half of these families report an income of less than \$10k, and almost 9 in 10 of YES families make less than \$20k a year. Most YES students identify as BIPOC: 66% as African American, 13% as Multi-racial, 12% as White, and 10% as Latinx. Nearly ½ of enrollees are elementary, a little over ⅓ are middle, and about 15% are high school students. Enrollment is prioritized for students who live within a 3-mile radius of YES centers or who are enrolled in the Glencliff or McGavock clusters of schools.

Department of Education school data provided by the Child Care and Community Services - Nutrition Programs CACFP & SFSP illustrates the economic distress of families served by YES feeder schools: Nearly 90% of students enrolled at Napier Elementary, Croft, Wright & Two Rivers Middle, McGavock and Glencliff High Schools qualify for free or reduced lunch. Families in our communities are overwhelmingly financially stretched and need support.

Healthy People 2030 notes that low-income neighborhoods are more likely to be affected by crime and property crime than high-income areas. The literature summary also mentions that children and adolescents exposed to violence are at risk for poor long-term behavioral and mental health outcomes, such as depression, anxiety, and post-traumatic stress disorder, regardless of whether they are victims, direct witnesses, or hear about the crime. The Nashville.gov Police Data Dashboard: Uniform Crime Reporting Incidents Map shows the YES service areas—the Hermitage and South Precincts—have the highest incidents of violent crimes. For example, the Envision Napier report highlights that in one YES neighborhood, the Napier Sudekum Housing Development, has a crime rate four times the city’s average.

YES offers enrichment opportunities for 150 K-12th grade students. Programs occur during out of school time, primarily M-F with athletic programming on weekends. Funding would be used to support educational supplies, enrichment experiences, contracted SEL supports, STREAM sessions, transportation, and program management. YES partners with over 50 local agencies to provide over 1,200 direct program service hours annually. More than 13,300 sessions were attended by nearly 150 children in the after-school and summer programs in 2023, and over 26,000 meals were distributed to participants during programming.

4. SERVICE GAPS (15)

- *Describe what services are available to the target population from Metro Departments and/or local non profit agencies. How does your agency currently coordinate with them?*
 - *Describe the gap in services that your proposed program will address.*
-

There are a host of after school program options available through schools and community based partners. However, NAZA reports that only about 10% of Metro Nashville middle schoolers participate in afterschool programs. Many out of school time programs are at capacity or lack the accessibility and affordability required to meet those most in need of their services. For example, after school program providers charge weekly fees for services. YES offers a sliding scale for registration fees and services, and it aims to relieve the burden of financially exhausted families. As such, our agency fully scholarships over 90% of its students.

At YES, students receive continuity of care from a trusted organization during childhood and through their transition into adulthood. A key difference of our program is that transportation and wraparound services (such as emergency financial assistance) are offered to support each family. At one of the YES feeder schools (Wright Middle), over 45% of students experience transiency. YES has the opportunity to serve as a source of stability amidst fluctuating school enrollment and residency.

YES is also committed to ensuring that the program remains accessible and affordable to the families who need it most. Considering the limited capacity, families who meet the following criteria are prioritized:

- (1)Active participants in YES programming*
- (2)Are a sibling of an active YES participant*
- (3)Economically disadvantaged households*
- (4)Historically marginalized populations*
- (5)Reside in a Priority School Zone served by YES*
- (6)Single-parent households or Grandparent/Relative Caregiver*

YES became a NAZA Affiliate partner in 2019 and participates in several collective impact initiatives, including the Alignment Nashville Community Achieves and Out of School Time Collaboratives, and United Way of Greater Nashville Raising Readers Action Teams.

5. PROGRAM DESIGN (25)

- *Describe how the program will respond to the priorities described in the Service Category definition.*
 - *What is the unduplicated number of people intended to be served by this Metro Grant?*
 - *List up to three primary measurable outcomes for those being served. (Be specific, if awarded, these outcomes will be written into your contract Scope of Program.)*
 - *Briefly describe what services and/or activities will be provided to the program's target population to achieve those outcomes.*
 - *Describe a typical day.*
 - *Describe the program's process for collecting data and state the indicators that will be tracked to demonstrate that the outcomes have been achieved.*
-

YES sites provide a setting for K-12 students to develop individually, have an established community to which they belong, and experience enrichment opportunities. Funding would be used to support educational supplies, enrichment experiences, contracted Social Emotional Learning (SEL) supports, and Science, Technology, Reading, Engineering, Arts, and Math (STREAM) sessions, transportation, and direct program management. YES will provide meals to students participating in its after-school and summer program; organize literacy sessions for elementary-school children with learning achievement gaps; offer physical activity sessions that include both structured and free-style play, yoga and mindfulness practices; and offer social emotional learning lessons.

Campuses have devoted spaces to meet a variety of student interests. Each community center has a gymnasium for recreational sports, an art room, a technology lab, a teen/gaming room, and classrooms, and an auditorium/hall for collective gatherings and meals.

On a typical day in the after school program, students are either shuttled to the center via our agency vehicles or arrive via school bus. At the Lindsley Center, students are picked up from the Napier & Sudekum neighborhood at predetermined stops. Since over 60 schools are represented in the housing development, this has been the most efficient way to coordinate student pickup and participation. At Carpenter's Square, students either arrive via bus or YES van shuttles.

Students then follow a set schedule for meal time, homework assistance/academic programming, and free play. Yoga is offered every other week for all students, literacy sessions are held twice weekly for 2nd through 5th graders, and an art club is also hosted at each site.

During the summer session, programming is offered 8 hours daily. Students take field trips at least twice weekly. Special opportunities are available through established partnerships with the Nashville Public Library Teen Center, YMCA for swim lessons, Water Walkers for outdoor adventures, Frist Museum, and more. An overnight camping trip is held for students each summer, and an out of town Honors Trip is offered to middle and high school students who exhibited positive behavior, maintained attendance, and showed academic advancement throughout the school year.

Thanks to donations and grant funding from our community, fees will be fully covered for families who qualify for the following benefits: TANF/Families First, SNAP, WIC, TennCare, residents of public housing developments, and those with a household income within 150% of the federal poverty limit. YES will not deny any family services due to the inability to pay. Hardships will be considered on an individual basis. Seven hundred unduplicated individuals are intended to be served through:

- *Tutoring, Food, & SEL Programs: 75 youth, daily*
- *YES Summer Program: 85 youth, daily*
- *Literacy Program: 30 youth, twice weekly*
- *Athletic League: 80 youth, seasonally*
- *Holiday Support (Back to School, Thanksgiving Meals & Christmas): 700+ youth, seasonally*

PHYSICAL DEVELOPMENT

ATHLETIC: TN has the 2nd highest rate of obesity in the nation among high school students, and more than half of kids report not receiving the daily recommended amount of physical activity. In addition to our daily structured games and informal play, YES offers an athletic league each year. Stanford Children's Health notes that playing sports has a range of physical, emotional, and interpersonal benefits such as better vision, healthy weight, motor skills development, social skills development, self-confidence, sportsmanship, fun and enjoyment, and friendship. YES operates a recreational athletic league that reaches over 150 kids from 8 community programs. The goal is to train youth team athletics, improve self esteem, and teach discipline and sportsmanship within a supportive environment.

FOOD PROGRAM: TN has the 14th highest child food insecurity rate, and 1 in 4 children face hunger each day. YES families live in food deserts, and more than 89% of the kids at our feeder schools qualify for free/reduced lunch. It's hard to focus on your future when your stomach has your attention. So, we help fill the most basic needs first. YES serves as the food program sponsor for the TN DHS Child and Adult and Summer Food Programs. YES has a food service permit for each location. Due to the age and condition of the kitchen equipment, we historically outsourced meal prep to external vendors. With significant investments made to bring the commercial kitchens up to code this year, YES will now prepare meals on site for its students. Nutritious meals can be tailored to meet our students' distinct and highly selective paletes. YES delivered more than 100k meals to combat food insecurity since 2020.

ACADEMIC DEVELOPMENT

Raising Readers Nashville notes that 3 in 4 Nashville third graders are not reading at grade level. Missing this milestone results in 1 in 6 kids dropping out of school. Earning 1/2 the income of their peers, and are eight times more likely to face arrests and incarceration. READY is an after-school tutoring program that focuses on developing the STREAM (Science, Technology, Reading, Arts, and Math) skills for 2-5 graders. It is held twice weekly at each site. Additionally, homework assistance and

tutoring is provided daily. Reading Enrichment and Development for Youth (READY) is an innovative literacy program for students in 2nd- 5th grade. The goals are simple: (1) improve attitudes toward reading and (2) increase literacy skills. A variety of student-selected sensory activities ensures that visual, aural auditory, verbal, kinesthetic, logical, social, and solitary learning styles are incorporated into programming. We aim to develop enthusiastic lifelong learners and readers. The Nashville Public Library is also a partner who offers programming on site; youth frequent the Teen Center at the downtown library for teen programming during the summer sessions.

SPIRITUAL/SOCIAL EMOTIONAL LEARNING

Mindfulness & Emotional Regulation Small World Yoga Partnership 1 session on-site bimonthly (\$600 annually x 2 sites)

SPIRITUAL: Any faith-based materials/curricula will be purchased and maintained by YES, independent of this funding. **SOCIAL & SPIRITUAL:** YES offers an inclusive environment with trauma-informed approach. Students develop self-regulation, personal responsibility, interpersonal relationship skills, decision making, self-advocacy, mindfulness, and agency. YES has partnered with Girls, Inc., and Small World Yoga weekly programming that helps develop SEL skills for our youth. In addition, YES aims to establish a program partnership with Twenty 5 Options to teach financial literacy skills with middle and high school students.

MENTORING: Mentoring helps build youths' confidence by encouraging personal development, increasing personal connections, offering career exploration, and teaching life and study skills. MENTOR NET's primary goal is to give each child a mentoring experience that will build confidence, link positive role models, and encourage educational and personal development. Through this program, we aim to: extend the social support system of youth through consistent, positive connections to trusted adults, guide youth through self-discovery and career exploration, develop a professional network to help youth successfully transition to adulthood, to provide an opportunity for the YES community-at-large to invest in youth through ongoing engagement at a variety levels. MENTOR NET reinforces the impact of our programs, widens each child's team of

advisers and cheerleaders, and establishes the necessary connections for long-term success.

TRACKING: MEASUREMENTS & REPORTING

YES will help remove the barriers youth from South Nashville's marginalized communities face to achieving a quality life. In order to achieve the desired impact, YES will (1) support educational equity through year-round literacy activities and STREAM experiences, (2) deliver basic needs (safety, food access, hygiene, clothing, and school supplies), (3) promote the mental wellness by supporting SEL skills (including mindfulness), and provide access to recreation services and athletic programs that encourage physical activity.

YES is creating a culture of quality improvement, with evaluation and reviews for all projects. YES will monitor the enrollment, attendance and number of youth sessions provided via KidTrax, its online data management system. The YES team will collectively review results semi-annually and to adopt, adapt, or abandon activities based on student feedback and academic progress. YES will conduct pre/post exit tickets measures to assess learning in the after school program. The Nashville After School Zone Alliance (NAZA) will conduct semiannual Youth Program Quality Assessments of each site. Data is used to make

Measurement tools include: demographic data from local initiatives and from principals and counselors for referrals to YES, family/student survey data, exit ticket data (pre/post) by semester for after school programming, academic assessment, and semi-annual Youth Program Quality Assessments. Surveys will be administered quarterly to gain insight into students' attitudes toward learning. Academic assessments will be collected during the first and final month of the enrichment cycle (August/May). Program enrollment forms will be used to determine eligibility and collect demographic data. Data is collected annually and during registration of new participants.

YES will monitor the enrollment, attendance and number of youth sessions provided via KidTrax, its online data management system. The number of meals provided will be tracked through the TN DHS Meal Count system and monthly report.

Information regarding program impact and effectiveness will be measured via the number of basic needs provided, data from student surveys and interviews, external observation, youth sessions completed, and academic assessments.

Data is collected through the the following measures:

- *Annual enrollment applications contain self-reported demographic data. Information will be input into the KidTrax database to aggregate data and analyze statistics.*
- *Daily attendance reports are collected by Center Directors and program staff. These are considered youth sessions and help track student involvement.*
- *TN DHS Child & Adult Care Food Program Meal Count Forms are completed during the point of service to capture the number of USDA meal pattern-approved suppers and snacks are distributed.*

PRIMARY MEASURABLE OUTCOMES

- 1) 75% of Youth Encouragement Services after school and summer program enrollees will qualify as low income or ALICE (asset limited, income constrained, employed).**
- 2) YES will offer 13,000 youth or more sessions annually.**
- 3) YES will distribute 26,000 USDA meal pattern approved meals to youth in at-risk communities annually.**

5. NAZA DESCRIPTION- AFTER SCHOOL PROGRAMS

- *Describe how the program will align with each of the NAZA Design Factors listed on page 4. You are provided additional space (2000 keystrokes) to describe this part of your program).*
 - *Health, Safety, and Environment*
 - *Relationships*
 - *Programming and Activities*
-

The core values and strategic plan of Youth Encouragement Services align with the program design factors outlined by NAZA. Alignment includes:

HEALTH, SAFETY & ENVIRONMENT

- *We believe every child is made in the Image of God.*
-Every individual is special, should be celebrated and respected.
- *We are Christ-Centered*
-Love, empathy, mercy, and kindness rule at YES. We help those in need, offer community to the marginalized, and elevate our neighbors.
- *We embrace an Inclusive Environment*
-Everyone is welcomed, and diversity makes the YES community strong.
- *We Encourage, Empower and Equip youth and families to succeed*
-YES partners with organizations support the progress of the entire family unit and seeks resources to help families maintain stability.
- *We Broaden Horizons for children*
-YES pursues partnerships and exposes youth to opportunities that can expand their perspectives and offer positive memories.

RELATIONSHIPS

At YES, every kid belongs to a tightly woven community. Kids have a chance to reach their full potential because they have positive influences, encouragement, and cheerleaders. Not every kid grows up in a safe environment, so YES becomes one. By creating opportunity, supporting families, and consistently being there with programming and resources that support every student's future, YES helps kids reach their potential when the odds are stacked against them.

PROGRAMMING & ACTIVITIES

YES programming is based on positive youth development principles defined by the US Department of Health and Human Services Family Services Bureau. The following are considered when designing student activities, partnerships, and programming schedules:

- *Physical and psychological safety and security*
- *Clear expectations for behavior, as well as increasing opportunities to make decisions, to participate in governance and rule-making, and to take on leadership roles as one matures and gains more expertise*
- *Emotional and moral support*
- *Supportive adult relationships*
- *Opportunities to form close, durable human relationships with peers that support and reinforce healthy behaviors*
- *A sense of belonging and personal value*
- *Opportunities to develop positive social values and norms*
- *Opportunities for skill building and mastery*
- *Opportunities to develop confidence in their abilities to master their environment*
- *Opportunities to make a contribution to their community and to develop a sense of mattering*
- *Strong links between families, schools, and broader community resources*

STAFFING & PROFESSIONAL DEVELOPMENT

Site Directors have all attended Adolescent Health & Youth Development training offered through NAZA. Additionally, YES maintains a ratio of 1:15 of staff to youth supervision. Direct program staff receive two dedicated days of training prior to the start of the school year and prior to the summer session. Over the last two years, training topics includes the following: emergency medical treatment (CPR, AED, first aid, narcans administration, mental health first aid for youth), child passenger safety, child safeguarding policies, civil rights, positive youth development, conflict mediation, USDA meal patterns/food program, and daily duties.

ADMINISTRATION

Strategic outcomes focus on building youth, supporting low-income families, and strengthening the greater South Nashville community through partnerships. Program policies and procedures are responsive to the needs of youth and families. YES builds and sustains partnerships to amplify the impact of its services and advocate for it a higher quality of life for its community. The Board of Directors and management team

work collaboratively to develop and implement a strategic plan that includes strategies for continuous quality improvement. Examples of client surveys, grievance policies, and plans can be provided upon request from the review committee.

6. LEVERAGING & COLLABORATION OF COMMUNITY RESOURCES (10)

- *Describe collaborative relationships your Agency currently has or will have with other community Agencies that will enable you to be successful with the proposed program funded by the CSF grant. What roles do/will each of you play?*
 - *If services are being provided by another Agency pro-bono, name that Agency and give the approximate dollar value of those services. If those services will be provided in exchange for your Agency's services, please describe.*
-

YES will maintain its participation in collaborative impact initiatives targeting academic progress for marginalized communities. Our agency participates in city-wide initiatives focused on improving academic progress for marginalized communities. The agency serves on planning and strategy teams for the Raising Readers Nashville, ACES Nashville, Alignment Nashville, and Summer Reading Action Teams. Data provided from each of these initiatives was instrumental in the development of intervention programs. YES administration collaborates with these groups to discuss collective impact strategies that address our city's educational disparities. In addition, the coalitions provide additional access to resources. YES also partners closely with the administration (principals, counselors, and social workers) of our local schools to recruit students who are most in need of services.

Twenty 5 Options is a venture led by a Community Achieves instructor; he developed a financial literacy program that is culturally responsive to the interest of underserved urban youth. Small World Yoga offers mindfulness training at each location.

Partnerships with local establishments such as the National Museum for African American Music, Country Music Hall of Fame, Nashville Performing Arts Center, Nashville Ballet, and the First Art Museum, ensure children will have opportunities to travel off site for cultural experiences.

Girls, Inc. and Amend are curriculum partners who will come on site to lead programming such as conflict resolution strategies and discussions regarding healthy relationships. These services are provided free to YES, who is the agency's sole community-based partner. Additionally, students

from Vanderbilt University Montgomery Bell Academy service clubs volunteer each week. Transportation services are provided by each respective institution.

7. SUSTAINABILITY (10)

- *Describe the efforts to increase and/or diversify program resources and any strategies for capacity building, including grant opportunities, fundraising activities, partnerships, collaborations, volunteer recruitment, etc.*
- *How will you continue these services should the level of funding change?*

Should the level of funding change, YES is committed to continuing to offer these services. Youth Encouragement Services has sustained its Youth Development programming for nearly 70 years. What began as a small church ministry with weekly programming has evolved into comprehensive youth development services. YES has nearly doubled its budget over the past 5 years through diversifying its funding streams. Increasing revenue is tied to establishing increasing grant funding requests such as this.

In addition, two hallmark fundraisers, the YES Golf Tournament and the Annual Dinner, are held to update individual donors about the services provided, and corporate sponsorships are solicited to support community outreach efforts and special projects. The local philanthropic community's investments have helped cover general operating expenses, and DHS funding has been secured to reimburse a portion of the meal expenses. Some additional revenue that helps offset facility expenses are establishing facility use agreements with other nonprofit organizations and community groups.

The funding request includes:

TRANSPORTATION \$20,000 (x 2 vehicles)

With support from the Napier Violence Prevention Fund and the South Nashville Community Safety Grant over the last two years, YES has purchased two additional 15-passenger vans. Funds are requested to help cover the remaining balance on these vehicles. Vehicles were financed

through the University of TN Center for Transportation Research's TN Vans Program, which offers zero percent interest loans.

PERSONNEL \$27,000 (50% Management Staffing Cost x 2 sites)

Youth Encouragement Services employs a Center Director for each site. The total disbursed for the Carpenter's Square salaried position is listed on the invoice cover sheet.

The Center Director is vital to programming. They lead student recruitment and enrollment, staff development, program planning and implementation. They also handle transportation logistics, facility maintenance, and securing the program supplies for daily operations.

PROGRAM SUPPLIES \$5,000 (x 2 sites)

Science, Technology, Reading, Engineering, Arts, & Math (STREAM) curriculum, enrichment experiences, and general program supplies

FINANCIAL: [2023 FINANCIAL AUDIT DRAFT](#) attached for review.

(The final draft is scheduled to be presented and accepted by the Board of Directors during its meeting on September 17, 2024.)

REFERENCES/SOURCES

Community Health Needs Assessment, Vanderbilt University Medical Center

Community Health Improvement Plan, Healthy Nashville Leadership Council

Social Determinants of Health

MIT Living Wage Calculator

After School Alliance

MDHA Envision Napier Transformation Plan

Harvard Family Research, Secrets of Successful After School Programs

YES Youth Program Quality Assessment Report, NAZA



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Certifications of Assurance**

NON PROFIT
August 19, 2024

As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Signature of Authorized Representative

Name: Viva Price

Title: Executive Director

Agency Name: Youth Encouragement Services

Date: 8/22/2024



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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

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

NON PROFIT
August 19, 2024

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

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: [Non-Profit Grant Resources](#)
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

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

Signature of Authorized Representative

Name: Viva Price

Title: Executive Director

Agency Name: Youth Encouragement Services

Date: 8/28/2024

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248559680
Aug. 03, 2009 LTR 4168C E0
62-0570681 000000 00

00021830
BODC: TE

YOUTH ENCOURAGEMENT SERVICES INC
521 MCIVER ST
NASHVILLE TN 37211-2322

10/20/09

190

Employer Identification Number: 62-0570681
Person to Contact: Ms Schadler
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of July 23, 2009, regarding your tax-exempt status.

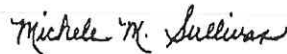
Our records indicate that a determination letter was issued in April 1959, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

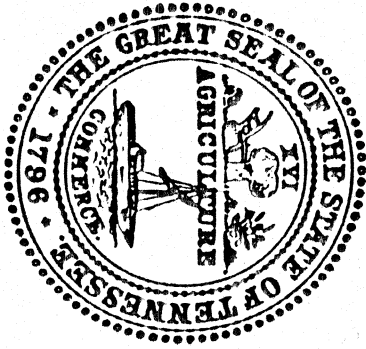
If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

State of Tennessee



Charter of Incorporation
of

YOUTH HOBBY SHOP

NO STATE TAX DUE

JUN 1 2008
JUN 1 2008

RECEIVED FEE, \$ 3.00

RECEIVED TAX, \$

STATE TOTAL \$ 3.00

X

12/1/07
Secretary of State
2551
400
499

GENERAL WELFARE

STATE OF TENNESSEE

Charter of Incorporation

Be It Known, That CARL B. ROBINSON, SAMUEL R. REHORN AND WAYNE HAMMONTREE E. B. Thweatt, and C. L. Norwood

and hereby constituted a body politic and corporate, by the name of and style of

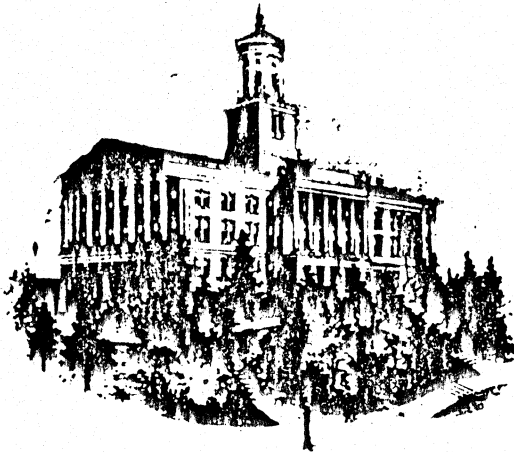
YOUTH HOBBY SHOP

for the purpose of operating an Eleemosynary organization which shall endeavor to improve the general welfare of the youth of this county and state in developing their talents through group meetings; teaching them woodcraft, leathercraft and other similar hobbies, thus developing character and ability in our youth.

The general powers of said corporation shall be: (1) To sue and be sued by the corporate name. (2) To have and use a common seal, which it may alter at pleasure; if no common seal then the signature of the name of the corporation, by any duly authorized officer, shall be legal and binding. (3) Any corporation chartered under the laws of Tennessee for religious, charitable, educational, missionary, or other eleemosynary purposes, and not for profit, shall have the power to receive property, real, personal or mixed, by purchase, gift, devise, or bequest, sell the same and apply the proceeds toward the promotion of the objects for which it is created, or hold any such property and apply the income and profits towards such objects. (4) Any corporation heretofore chartered for any of the following purposes, desiring to avail itself of these powers, shall submit the question to its directors or trustees at any regular meeting, or special meeting, called for the purpose, or to any regular or special meeting of its executive committee, and if a majority of said directors, trustees, or executive committee vote in favor of applying for the amendment, it may then proceed in usual course to file an amendment to its charter. (5) To establish by-laws, and make all rules and regulations not inconsistent with the laws and constitution, deemed expedient for the management of corporate affairs. (6) To appoint such subordinate officers and agents, in addition to a president and secretary, or treasurer, as the business of the corporation may require. (7) To designate the name of the office, and fix the compensation of the officer. (8) To borrow money to be used in payment of property bought by it, and for erecting buildings, making improvements, and for other purposes germane to the objects of its creation, and secure the repayment of the money thus borrowed by mortgage, pledge, or deed of trust, upon such property, real, personal, or mixed, as may be owned by it; and it may, in like manner, secure by mortgage, pledge, or deed of trust, any existing indebtedness which it may have lawfully contracted.

The said five or more incorporators shall, within a convenient time after the registration of this charter, elect from their number a president, secretary, and treasurer, or the last two officers may be combined into one, said officers and the other incorporators to constitute the first board of directors. Any corporation not

State of Tennessee



Department of State

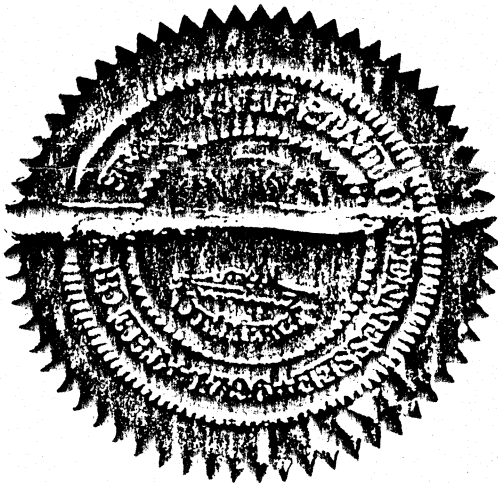
Certificate

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of

YOUTH HOBBY SHOP

was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law, and was filed by the undersigned, as Secretary of State, on the date noted on the document.

Therefore, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on November 14th, 19 84.



Henry Crowell
Secretary of State
by Samuel A. Thompson
Deputy

FILED
SECRETARY OF STATE

1984 JUL 18 11:11 AM

ARTICLES OF AMENDMENT TO THE CHARTER

OF

YOUTH HOBBY SHOP

CHANGING THE PRINCIPAL OFFICE

Pursuant to the provisions of Section 48-303 of the Tennessee General Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the corporation is:

YOUTH HOBBY SHOP

2. The amendment adopted is:

The address of the principal office of the corporation in the State of Tennessee shall be:

Street: 11 Lindsley Avenue

City: Nashville

Zip Code: 37210

County: Davidson

3. The amendment was duly adopted (at a meeting) ~~by the unanimous written consent~~ of the directors on July 18, 19 84.
(Strike inapplicable words.)

4. The amendment is to be effective when filed by the Secretary of State, unless otherwise stated (not later than thirty (30) days after such filing).

Dated: July 21, 19 84

Youth Hobby Shop
Name of Corporation

By: Louise J. Parker
Signature

Secretary
Title

Filing Fee of \$10.00 required, in addition to annual report fee.

SECRETARY OF STATE

1984 NOV 14 AM 11:29

DESIGNATION, REVOCATION OR CHANGE
OF
REGISTERED AGENT
OF
YOUTH HOBBY SHOP

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-1201 of the Tennessee General Corporation Act, the undersigned foreign or domestic corporation or the incorporator or incorporators of a domestic corporation being organized under the Act submit the following statement for the purpose of designating, revoking or changing, as the case may be, the registered agent for the corporation in the state of Tennessee:

1. The name of the corporation is YOUTH HOBBY SHOP

The address of the corporation is 11 Lindsley Avenue
Nashville, TN 37210

If a foreign corporation, state or country of incorporation _____

2. The name and street address of its registered agent in the State of Tennessee shall be
Ernest E. Hyne, II
172 Second Avenue North
Nashville, TN 37219

Dated November 10, 1984

YOUTH HOBBY SHOP
Name of Corporation
By *Adell L. Whitehead*
(Title) TREASURER

(Incorporator
or incorporators,
if corporation is
being organized)

Secretary of State
Corporations Section
James K. Polk Building, Suite 1800
Nashville, Tennessee 37243-0306

BOOK 10754 P. 926

DATE: 12/29/97
REQUEST NUMBER: 3427-1889
TELEPHONE CONTACT: (615) 741-0537
FILE DATE/TIME: 12/22/97 1552
EFFECTIVE DATE/TIME: 12/22/97 1552
CONTROL NUMBER: 0087898

TO:
T WAYNE HOOD
408 HONEYSUCKLE CIR
FRANKLIN, TN 37064

Mud

RE:
YOUTH ENCOURAGEMENT SERVICES, INC
ARTICLES OF AMENDMENT TO THE CHARTER

FILED IN THE REGISTER
DAVIDSON COUNTY, TN.

98 JAN 12 PM 1:03

IDENTIFICATION REFERENCE

0389270

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED DOCUMENT WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

1106 01/12 0101 01CASH 5.00

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

FOR: ARTICLES OF AMENDMENT TO THE CHARTER

ON DATE: 12/23/97

FROM:
WAYNE HOOD
408 HONEY CIRCLE
FRANKLIN, TN 37064-0000

RECEIVED: FEES \$20.00 \$20.00
TOTAL PAYMENT RECEIVED: \$40.00

RECEIPT NUMBER: 00002220599
ACCOUNT NUMBER: 00217321



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

ARTICLES OF AMENDMENT TO THE CHARTER

FILED

CORPORATE CONTROL NUMBER (IF KNOWN) 0087898

PURSUANT TO THE PROVISIONS OF SECTION 48-60-105 OF THE TENNESSEE NONPROFIT CORPORATION ACT, THE UNDERSIGNED CORPORATION ADOPTS THE FOLLOWING AMENDMENT TO ITS CHARTER:

- AMENDMENT IS TO BE EFFECTIVE WHEN FILED BY THE SECRETARY OF STATE.
- AMENDMENT IS TO BE EFFECTIVE, _____ MONTH _____ DAY _____ YEAR

(NOT TO BE LATER THAN THE 90TH DAY AFTER THE DATE THIS DOCUMENT IS FILED.) IF NEITHER BLOCK IS CHECKED, THE AMENDMENT WILL BE EFFECTIVE AT THE TIME OF FILING.

1. PLEASE INSERT THE NAME OF THE CORPORATION AS IT APPEARS ON RECORD:
Youth Hobby Shop, Inc.

IF CHANGING THE NAME, INSERT THE NEW NAME ON THE LINE BELOW:
Youth Encouragement Services, Inc.

2. PLEASE INSERT ANY CHANGES THAT APPLY:
A. PRINCIPAL ADDRESS: (street) N/A
(city) _____ (state) _____ (zip code) _____

B. REGISTERED AGENT: _____

C. REGISTERED ADDRESS: (street) _____
_____ TN _____
(city) _____ (state) _____ (zip code) _____ (county) _____

D. OTHER CHANGES: N/A

- 3. THE CORPORATION IS A NONPROFIT CORPORATION.
- 4. THE MANNER (IF NOT SET FORTH IN THE AMENDMENT) FOR THE IMPLEMENTATION OF ANY EXCHANGE, RECLASSIFICATION, OR CANCELLATION OF MEMBERSHIPS IS AS FOLLOWS:

5. THE AMENDMENT WAS DULY ADOPTED ON 12-19-97 BY:
MONTH DAY YEAR

(NOTE: PLEASE MARK THE BLOCK THAT APPLIES)

- THE INCORPORATORS WITHOUT MEMBERS' APPROVAL, AS SUCH WAS NOT REQUIRED.
- THE BOARD OF DIRECTORS WITHOUT MEMBERS' APPROVAL, AS SUCH WAS NOT REQUIRED.
- THE MEMBERS.

- 6. INDICATE WHICH OF THE FOLLOWING STATEMENTS APPLIES BY MARKING THE APPLICABLE BLOCK:
- ADDITIONAL APPROVAL FOR THE AMENDMENT (AS PERMITTED BY SECTION 48-60-301 OF THE TENNESSEE NONPROFIT CORPORATION ACT) WAS NOT REQUIRED.
- ADDITIONAL APPROVAL FOR THE AMENDMENT WAS REQUIRED BY THE CHARTER AND WAS OBTAINED.

Director and Member, Executive Committee _____
SIGNER'S CAPACITY SIGNATURE

T. Wayne Hood
NAME OF SIGNER (TYPED OR PRINTED)





Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **YOUTH ENCOURAGEMENT SERVICES, INC**

General Information

SOS Control #	000087898	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	04/03/1956
	04/03/1956 4:30 PM	Fiscal Year Close	12
Status:	Active		
Duration Term:	Perpetual		
Public/Mutual Benefit:	Public		

Registered Agent Address

VIVA PRICE
3016 NOLENSVILLE PIKE
NASHVILLE, TN 37211-2343

Principal Address

SAMANTHA JOHNSON
3016 NOLENSVILLE PIKE
NASHVILLE, TN 37211

The following document(s) was/were filed in this office on the date(s) indicated below:

<u>Date Filed</u>	<u>Filing Description</u>	<u>Image #</u>
01/22/2024	2023 Annual Report	B1495-6865
03/16/2023	2022 Annual Report	B1357-1215
	Principal Address 3 Changed From: No value To: SAMANTHA JOHNSON	
	Principal Postal Code Changed From: 37211-2343 To: 37211	
01/21/2022	2021 Annual Report	B1149-0582
	Principal Address 1 Changed From: 521 MCIVER ST To: 3016 NOLENSVILLE PIKE	
	Principal Postal Code Changed From: 37211-2322 To: 37211-2343	
	Registered Agent Physical Address 1 Changed From: 521 MCIVER ST To: 3016 NOLENSVILLE PIKE	
	Registered Agent Physical Postal Code Changed From: 37211-2322 To: 37211-2343	
03/24/2021	2020 Annual Report	B1006-0579
03/31/2020	2019 Annual Report	B0850-5074
03/26/2019	2018 Annual Report	B0679-1663
03/29/2018	2017 Annual Report	B0525-1045
	Registered Agent First Name Changed From: ROB To: VIVA	
	Registered Agent Last Name Changed From: MCRAY To: PRICE	
03/13/2017	2016 Annual Report	B0360-3246
03/21/2016	2015 Annual Report	B0217-8143

Filing Information

Name: **YOUTH ENCOURAGEMENT SERVICES, INC**

03/27/2015	2014 Annual Report	B0075-9766
03/18/2014	2013 Annual Report	A0222-2636
03/13/2013	2012 Annual Report	A0161-1084
03/13/2012	2011 Annual Report	A0108-1069
Principal Address 1 Changed From: 521 MCIVER STREET To: 521 MCIVER ST		
Principal Postal Code Changed From: 37211-3719 To: 37211-2322		
Principal County Changed From: DAVIDSON To: DAVIDSON COUNTY		
03/30/2011	2010 Annual Report	A0066-0210
Principal County Changed From: Davidson County To: Davidson		
Registered Agent First Name Changed From: KEITH To: Rob		
Registered Agent Last Name Changed From: BRANSON To: McRay		
03/23/2010	2009 Annual Report	6680-2125
07/29/2009	2008 Annual Report	6576-0593
Registered Agent Physical Address Changed		
Registered Agent Changed		
06/03/2009	Notice of Determination	ROLL 6550
10/03/2008	Administrative Amendment	6385-0429
10/02/2008	Application for Reinstatement	6384-2909
10/02/2008	2006 Annual Report	6384-2905
10/02/2008	2007 Annual Report	6384-2907
08/27/2007	Dissolution/Revocation - Administrative	ROLL 6097
06/21/2007	Notice of Determination	ROLL 6065
01/12/2006	2005 Annual Report	5650-0236
04/07/2005	2004 Annual Report	5427-2978
02/19/2004	2003 Annual Report	5041-1152
01/09/2003	2002 Annual Report	4693-1899
01/25/2002	2001 Annual Report	4403-3298
Principal Address Changed		
01/25/2001	2000 Annual Report	4102-0559
Mail Address Changed		
02/16/2000	1999 Annual Report	3830-1269
Principal Address Changed		
03/17/1999	CMS Annual Report Update	3645-2752
Mail Address Changed		
12/22/1997	Assumed Name Cancellation	3427-1888

Filing Information

Name: **YOUTH ENCOURAGEMENT SERVICES, INC**

12/22/1997	Articles of Amendment	3427-1889
	Name Changed	
03/25/1997	CMS Annual Report Update	3312-2880
	Registered Agent Physical Address Changed	
	Mail Address Changed	
05/31/1995	Assumed Name	3016-0170
05/17/1994	CMS Annual Report Update	2847-1781
	Fiscal Year Close Changed	
06/29/1993	CMS Annual Report Update	2707-2425
	Mail Address Changed	
05/22/1986	Administrative Amendment	613 00686
	Mail Address Changed	
11/14/1984	Articles of Amendment	504 00393
	Principal Address Changed	
11/14/1984	Registered Agent Change (by Entity)	504 00394
	Registered Agent Physical Address Changed	
	Registered Agent Changed	
04/03/1956	Initial Filing	B020P0142

Active Assumed Names (if any)	Date	Expires
--------------------------------------	-------------	----------------

Details



YOUTH ENCOURAGEMENT SERVICES

3016 NOLENSVILLE PIKE NASHVILLE TN 37211

Miss VIVA ALTONESSE PRICE

(615) 315-5333

<http://youthencouragement.org>

Status: Active

CO Number: COI599

Registration Date: 08/19/1992

Renewal Date: 06/30/2025

Purpose

Youth Encouragement Services was incorporated as a nonprofit entity to serve the community's inner city neighborhoods. The organization is primarily funded through contributions from foundations, corporations, individuals, and churches. Community centers provide a setting for students to develop individually, have an established community to which they belong, and experience opportunities that will steer their life's trajectory. The organization employs targeted interventions that help close the achievement gap, improve student skills, and promote a successful transition to adulthood. Centers are designed to provide a safe place for children to grow spiritually, academically, physically, and socially. Programs include tutoring and homework assistance, literacy and financial literacy initiatives, mentoring, organized recreational sports, life skills courses, and cultural experiences to help support school aged youth.

Financials (26) 

Officers (19) 

Charity Events (0) 



Secretary of State Tre Hargett

Tre Hargett was elected by the Tennessee General Assembly to serve as Tennessee's 37th secretary of state in 2009 and re-elected in 2013, 2017, and 2021. Secretary Hargett is the chief executive officer of the Department of State with oversight of more than 300 employees. He also serves on 16 boards and commissions, on two of which he is the presiding member. The services and oversight found in the Secretary of State's office reach every department and agency in state government.



Details



YOUTH ENCOURAGEMENT SERVICES

3016 NOLENSVILLE PIKE NASHVILLE TN 37211

Miss VIVA ALTONESI PRICE

(615) 315-5333

<http://youthencouragement.org>

Status: Active

CO Number: COI599

Registration Date: 08/19/1992

Renewal Date: 06/30/2025

Purpose

Youth Encouragement Services was incorporated as a nonprofit entity to serve the community's inner city neighborhoods. The organization is primarily funded through contributions from foundations, corporations, individuals, and churches. Community centers provide a setting for students to develop individually, have an established community to which they belong, and experience opportunities that will steer their life's trajectory. The organization employs targeted interventions that help close the achievement gap, improve student skills, and promote a successful transition to adulthood. Centers are designed to provide a safe place for children to grow spiritually, academically, physically, and socially. Programs include tutoring and homework assistance, literacy and financial literacy initiatives, mentoring, organized recreational sports, life skills courses, and cultural experiences to help support school aged youth.

[Financials \(26\)](#) 

[Officers \(19\)](#) 

[Charity Events \(0\)](#) 

[Tennessee Code Unannotated](#)

[State Comptroller](#)

[State Treasurer](#)

[Title VI Information](#)

[Public Records Policy and Records Request Form](#)



YOUTH ENCOURAGEMENT SERVICES, INC.

**FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORT**

DECEMBER 31, 2023

YOUTH ENCOURAGEMENT SERVICES, INC.

TABLE OF CONTENTS

Independent Auditor's Report	3
Financial Statements:	
Statement of Financial Position	5
Statement of Activities	6
Statement of Functional Expenses	7
Statement of Cash Flows	8
Notes to Financial Statements	9



BELLENFANT

CERTIFIED PUBLIC ACCOUNTANTS & ADVISORS

Professional Accounting & Consulting Services

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Youth Encouragement Services, Inc.
Nashville, Tennessee

We have audited the accompanying financial statements of Youth Encouragement Services, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Basis for Qualified Opinion

As more fully described in Note 1 to the financial statements, certain land and buildings are stated at estimated appraisal value as of December 31, 1994 in the accompanying statement of financial position. Also, depreciation expense has not been recorded for all years in which the buildings have been in service. In our opinion, such assets should be stated at acquisition cost, net of depreciation on buildings, to conform with accounting principles generally accepted in the United States of America. The effects on the financial statements of the preceding practices are not reasonably determinable.

Qualified Opinion

In our opinion, except for the effects of valuing land and buildings at appraisal value, as discussed in the Basis for Qualified Opinion paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of Youth Encouragement Services, Inc. as of December 31, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Youth Encouragement Services, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Youth Encouragement Services, Inc.'s ability to continue as a going concern for a reasonable period of time.

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

Bellenfant, PLLC

Nashville, Tennessee
August 2, 2024

YOUTH ENCOURAGEMENT SERVICES, INC.
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2023

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 374,473
Investments	121,992
Accounts Receivable	43,589
Prepaid Expenses	<u>1,000</u>
Total Current Assets	<u>541,054</u>

PROPERTY AND EQUIPMENT

Land	676,236
Land Improvements	8,671
Buildings	2,695,104
Furniture, Fixtures, and Equipment	365,843
Vehicles	<u>169,575</u>
Less: Accumulated Depreciation	<u>(754,234)</u>
Property and Equipment, net	<u>3,161,195</u>
Total Assets	<u>\$ 3,702,249</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts Payable and Accrued Expenses	\$ 32,273
Notes Payable, current portion	<u>14,304</u>
Total Current Liabilities	<u>46,577</u>

LONG-TERM LIABILITIES

Notes Payable, noncurrent portion	<u>62,144</u>
Total Long-Term Liabilities	<u>62,144</u>
Total Liabilities	<u>108,721</u>

NET ASSETS

Net Assets Without Donor Restrictions	3,399,047
Net Assets With Donor Restrictions	<u>194,481</u>
Total Net Assets	<u>3,593,528</u>
Total Liabilities and Net Assets	<u>\$ 3,702,249</u>

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

YOUTH ENCOURAGEMENT SERVICES, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2023

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
REVENUE			
Public Support:			
In-Kind Donations	\$ 367,320	\$ -	\$ 367,320
Contributions	306,501	-	306,501
Grants	143,617	86,380	229,997
Annual Dinner, net of direct expenses of \$24,790	29,683	-	29,683
Christmas Store, net of direct expenses of \$9,398	32,344	-	32,344
Registration Fees	30,214	-	30,214
	<u>909,679</u>	<u>86,380</u>	<u>996,059</u>
Total Public Support			
Other Revenue:			
Other Income	1,414	-	1,414
Interest	16,333	-	16,333
Investment Gain (Loss)	7,095	-	7,095
	<u>153,600</u>	<u>(153,600)</u>	<u>-</u>
Net Assets Released From Restrictions			
	<u>1,088,121</u>	<u>(67,220)</u>	<u>1,020,901</u>
Total Revenue			
EXPENSES			
Program Services	905,760	-	905,760
Management and General	240,994	-	240,994
Fundraising	56,699	-	56,699
	<u>1,203,453</u>	<u>-</u>	<u>1,203,453</u>
Total Expenses			
Change in Net Assets	(115,332)	(67,220)	(182,552)
Net Assets, Beginning of Year	<u>3,514,379</u>	<u>261,701</u>	<u>3,776,080</u>
Net Assets, End of Year	<u>\$ 3,399,047</u>	<u>\$ 194,481</u>	<u>\$ 3,593,528</u>

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

**YOUTH ENCOURAGEMENT SERVICES, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2023**

	Inner City Centers	Total Program Services	Management and General	Fundraising	Total Supporting Services	Total
	\$	\$	\$	\$	\$	\$
Salaries and Wages	313,412	313,412	113,729	36,816	150,545	463,957
Employee Benefits	12,012	12,012	6,103	2,345	8,448	20,460
Payroll Taxes	24,085	24,085	7,903	2,816	10,719	34,804
Program Materials	103,416	103,416	2,464	-	2,464	105,880
Fundraising Activities	-	-	1,479	14,299	15,778	15,778
Vehicles	10,779	10,779	989	-	989	11,768
Repairs and Maintenance	65,445	65,445	782	-	782	66,227
Utilities	64,657	64,657	3,816	-	3,816	68,473
Insurance	43,660	43,660	19,455	-	19,455	63,115
Professional Services	39,488	39,488	22,768	-	22,768	62,256
Depreciation	119,522	119,522	-	-	-	119,522
In-Kind	88,900	88,900	36,720	-	36,720	125,620
Office Expenses	15,414	15,414	6,958	-	6,958	22,372
Office Supplies	917	917	13,808	27	13,835	14,752
Banking Fees	956	956	70	-	70	1,026
Travel, Meals, and Entertainment	271	271	3,537	-	3,537	3,808
Equipment and Computers	2,826	2,826	413	396	809	3,635
Total Expenses	\$ 905,760	\$ 905,760	\$ 240,994	\$ 56,699	\$ 297,693	\$ 1,203,453

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

YOUTH ENCOURAGEMENT SERVICES, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023

CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ (182,552)
Adjustments to reconcile change in net assets to net cash provided (used) by operations:	
Depreciation	119,522
Investment (Gain) Loss	(7,095)
Non-Cash Donations of Fixed Assets	(241,700)
(Increase) Decrease in:	
Accounts Receivable	(15,429)
Prepaid Expenses	3,997
Increase (Decrease) in:	
Accounts Payable and Accrued Expenses	<u>(4,304)</u>
Net Cash Provided (Used) by Operating Activities	<u>(327,561)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of Investments	(3,358)
Purchases of Property and Equipment	<u>(65,001)</u>
Net Cash Provided (Used) by Investing Activities	<u>(68,359)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Issuance of Notes Payable	56,500
Payments on Note Payable	<u>(41,412)</u>
Net Cash Provided (Used) by Financing Activities	<u>15,088</u>
Net Increase (Decrease) in Cash	(380,832)
Cash and Cash Equivalents, Beginning of Year	<u>755,305</u>
Cash and Cash Equivalents, End of Year	<u>\$ 374,473</u>

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

YOUTH ENCOURAGEMENT SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Purpose

Youth Encouragement Services (the "Organization") was incorporated as a nonprofit entity for the purpose of providing programs for the benefit of children who reside in the inner city. The Organization is funded primarily through contributions from corporations, individuals, and churches.

Program Services:

Inner City

Each day, youth development and enrichment programming is provided for students who reside in high-need, urban communities. Centers are designed to provide a safe place for children to grow spiritually, academically, physically, and socially. Comprehensive programs including tutoring assistance, literacy and financial literacy initiatives, mentoring, organized recreational sports, and cultural experiences help support school aged youth in K-12th grade.

Camp

A summer camp is hosted in Robertson County, Tennessee for children who reside in high-risk communities.

Financial Statement Presentation

The financial statements of the Organization are presented on the accrual basis of accounting. Revenue is generally recognized when earned. Expenses are generally recognized when incurred.

Financial statement presentation follows the requirements of the Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic related to Presentation of Financial Statements of Not-for-Profit Organizations. Under the FASB Accounting Standards Codification, the Organization is required to report information regarding its financial position and activities according to two classes of net assets; net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions - These are net assets that are not subject to donor-imposed stipulations. The Organization had \$3,399,047 of net assets without donor restrictions as of December 31, 2023.

YOUTH ENCOURAGEMENT SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Net assets with donor restrictions - These are net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. This classification also includes net assets subject to donor-imposed stipulations that may be maintained permanently by the Organization. Generally, donors of these assets permit the Organization to use all or part of the income earned for general or specific purposes. The Organization had \$194,481 of net assets with donor restrictions as of December 31, 2023.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all cash funds, cash bank accounts and highly liquid debt instruments with an original maturity when purchased of 90 days or less to be cash and cash equivalents. The cash accounts are held primarily by financial institutions and at times may exceed amounts that are federally insured.

Investments

The Organization accounts for investments in accordance with FASB Accounting Standards Codification topic relating to Accounting for Certain Investments Held by Not-for-Profit Organizations. Under FASB Accounting Standards Codification, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair market values in the statement of financial position. Unrealized gains and losses are included in the statement of activities.

Investment income and unrealized gains and losses are reported as changes in unrestricted net assets. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met in the reporting period in which the income and gains are reported.

Accounts Receivable

Accounts receivable are reported at their estimated collectible amounts. They are periodically evaluated for collectability based on management's assessment of each account. An allowance for doubtful accounts is established as losses are estimated to have occurred through recognition of bad debt expense. When management confirms the uncollectibility of an account receivable, such amount is charged off against the allowance for doubtful accounts. No allowance for doubtful accounts was recorded at December 31, 2023.

YOUTH ENCOURAGEMENT SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Prepaid Expenses

Prepaid expenses consist of fundraising event deposits which are paid in advance.

Property and Equipment

Land and buildings amounting to \$106,236 and \$166,812, respectively, are recorded at estimated appraised value as of December 31, 1994. Property and equipment acquired subsequent to December 31, 1994 are recorded at acquisition cost. Depreciation of property and equipment has been provided since June 30, 1990, over the estimated useful lives of the respective assets primarily on a straight-line basis.

Revenue Recognition

The Organization accounts for contributions in accordance with the requirements of the FASB Accounting Standards Codification Revenue Recognition Topic. In accordance with the FASB Accounting Standards Codification, contributions received are recorded depending on the existence or nature of any donor restrictions.

Revenue from grants is recognized when earned and classified as restricted or unrestricted net assets, depending on the existence of any donor restrictions. When the obligations related to the restrictions are satisfied, the revenue is reclassified to net assets without donor restrictions.

Revenue from events is recognized when the event or activity has occurred, the price is fixed or determinable, and collection is reasonably assured.

Revenue from registration fees is recognized by the Organization when it has provided the program, workshop, or training session for which the fees were collected.

Donated Materials, Services, and Assets

The following donations are reflected as contributions in the accompanying statements at their estimated values at the date of receipt for the year ended December 31, 2023:

Christmas Store	\$ 88,900
Executive Offices	16,720
Landscaping Services	20,000
	<u>\$ 125,620</u>

YOUTH ENCOURAGEMENT SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Donated Materials, Services, and Assets (Continued)

In addition, the following contributions were recognized on the Statement of Activities as revenue and included as assets on the Statement of Financial Position:

Playground and Rubber Mulch	\$ 131,000
Fence	108,000
Shed and Land Leveling	<u>2,700</u>
	<u>241,700</u>
 Total In-Kind	 <u><u>\$ 367,320</u></u>

Contributions of donated services that create or enhance non-financial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

A number of unpaid volunteers have made significant contributions of their time to assist in fund-raising and special projects. The Organization estimates receipt of approximately 1,631 volunteer hours for the year ended December 31, 2023. However, these services do not meet the requirements above and have not been recorded in the accompanying financial statements.

Donations of property and equipment are recorded as support at their estimated fair value. Such donations are reported as without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donors. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from estimates.

YOUTH ENCOURAGEMENT SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Allocation of Expenses

Expenses that can be directly attributed to a particular function are charged to that function. Accordingly, certain costs have been categorized based on specific identification of costs incurred or allocated as determined by management.

<u>Expense</u>	<u>Method of Allocation</u>
Salaries and Wages	Time and Effort
Professional Services	Time and Effort
Depreciation	Square Footage
Office Expenses	Time and Effort
Insurance	Policy Coverage

Compensated Absences

Compensated absences for sick pay and personal time have not been accrued since they cannot be reasonably estimated. The Organization's policy is to recognize these costs when actually paid.

Restricted Endowment Funds

The Uniform Prudent Management Institutional Funds Act ("UPMIFA") was enacted in Tennessee effective July 1, 2007. The FASB Accounting Standards Codification provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the UPMIFA. It also requires disclosure of a description of the governing board's interpretation of the law that underlies the organization's net asset classification of donor-restricted endowment funds, a description of the organization's policies for the appropriation of endowment assets for expenditures (its endowment spending policies), a description of the organization's endowment investment policies, and additional disclosures not previously required.

YOUTH ENCOURAGEMENT SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2023

2. AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Organization's financial assets as of December 31, 2023, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statement of financial position date:

Financial assets, at year-end	\$	541,054
Less: assets unavailable for general expenditures within one year, due to donor-imposed restrictions		<u>(194,481)</u>
Financial assets available to meet cash needs for general expenditures within one year	\$	<u>346,573</u>

There is an adequate amount of financial assets available as of December 31, 2023. The Organization effectively manages its liquid available resources to meet cash needs for general expenditures within one year of the statement of financial position date.

3. FAIR VALUE OF INVESTMENTS

The Organization's investments are reported at fair value in the accompanying statement of financial position.

	Fair Value Measurements at December 31, 2023			
	Fair Value	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash and Sweep Balances	\$ 14,020	\$ 14,020	\$ -	\$ -
Mutual Funds	<u>107,972</u>	<u>107,972</u>	<u>-</u>	<u>-</u>
	<u>\$ 121,992</u>	<u>\$ 121,992</u>	<u>\$ -</u>	<u>\$ -</u>

YOUTH ENCOURAGEMENT SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2023

3. FAIR VALUE OF INVESTMENTS (Continued)

The Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic related to Fair Value Measurements, establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority, Level 2 inputs consist of observable inputs other than quoted prices for identical assets, and Level 3 inputs have the lowest priority. The Organization uses the appropriate valuation techniques based on the available inputs to measure the fair value of its investments. Level 3 inputs were only used when Level 1 or Level 2 inputs were not available.

Level 2 Fair Value Measurements - The fair value of the investments are based on inputs other than quoted prices within Level 1 that are observable for the asset, either directly or indirectly.

Level 3 Fair Value Measurements - The fair value of the investments are based on at least one significant unobservable input.

4. NET ASSETS WITH DONOR RESTRICTIONS

Endowment funds are held in perpetuity with the income from assets expendable to support certain programs. Grants are included as net assets with donor restrictions until the funds are expended for the restricted purpose. A summary of the net assets with donor restrictions as of December 31, 2023 is as follows:

General Endowment Fund	\$ 105,000
Ardell Whitehead Endowment Fund	5,000
Little Builders	78,481
Padgett Family Fund	<u>6,000</u>
	<u>\$ 194,481</u>

The interest earned on net assets with donor restrictions is available to the Organization on an unrestricted basis.

5. ENDOWMENT

The Organization's endowment consists of donor restricted gifts held primarily in investment accounts. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds are classified and reported based upon the existence or absence of donor-imposed restrictions.

YOUTH ENCOURAGEMENT SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2023

5. ENDOWMENT (Continued)

Changes in Endowment Net Assets for the fiscal year ended December 31, 2023:

	<u>Without Restrictions</u>	<u>With Restrictions</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ 1,539	\$ 110,000	\$ 111,539
Investment return, net appreciation (depreciation)	<u>10,453</u>	<u>-</u>	<u>10,453</u>
Endowment net assets, end of year	<u>\$ 11,992</u>	<u>\$ 110,000</u>	<u>\$ 121,992</u>

Interpretation of Relevant Law

The Organization has interpreted the UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in restricted net assets is classified as unrestricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. Deficiencies of this nature did not exist as of December 31, 2023.

Endowment Investment Policy and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity or for a donor-specified period.

Under the Organization's policy, as approved by the Board of Directors, endowment assets are invested primarily in equity securities.

YOUTH ENCOURAGEMENT SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2023

5. ENDOWMENT (Continued)

Strategies Employed for Achieving Investment Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives with prudent risk constraints.

Spending Policy and How the Investment Objectives Relate to Spending Policy

The Organization has a policy of appropriating dividend and interest income from the endowment fund as necessary to fund Organization programs provided the investment balance is greater than the original gift value. Specific agreements with donors for income taken relative to their specific endowment gifts are exempted.

6. NOTES PAYABLE

On November 11, 2021, the Organization acquired two vans through a note payable totaling \$74,880. During the year ended December 31, 2023, one of the vans was paid off and subsequently replaced with a new van. The notes for these vans are non-interest bearing, with monthly installments of \$672 and \$520, respectively. As of December 31, 2023, the outstanding balance of these notes is \$76,448.

Future required minimum payments are as follows:

2024	\$	14,304
2025		14,304
2026		14,304
2027		13,784
Thereafter		<u>19,752</u>
Total	\$	<u><u>76,448</u></u>

7. INCOME TAXES

The Organization has qualified for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. It has been classified as an organization that is not a private foundation.

YOUTH ENCOURAGEMENT SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2023

7. INCOME TAXES (Continued)

The Organization has evaluated its tax positions in accordance with the Codification Standard relating to Accounting for Uncertainty in Income Taxes. The Organization believes that it has taken no uncertain tax positions.

The Organization files a U.S. Federal Form 990-Return of Organization Exempt from Income Tax. The Organization's returns for the years prior to calendar year 2020 are no longer open for examination.

8. SUBSEQUENT EVENTS

Subsequent events have been evaluated through August 2, 2024, which is the date the financial statements were available to be issued.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	3
2. Unintentional Failure To Disclose Hazards	9
3. Damage To Premises Rented To You	9
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	11
8. Automatic Additional Insured - Specified Relationships:	11
• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	14
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	15
11. Broadened Notice Of Occurrence	15
12. Nonowned Aircraft	15
13. Bodily Injury Redefined	15
14. Expected Or Intended Injury Redefined	15
15. Former Employees As Insureds	15

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$ 2,500
- b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
 - 1) Occurs during the policy period; or

- 2) Occurred prior to the "first effective date" of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable

effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the con-

duct of a business of which you are the sole owner.

- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited

liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by

such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- (2) Item 5. **Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Interpreting the "employee benefit programs";
 - c. Handling records in connection with the "employee benefit programs"; or

- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employ-

ees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

- c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
 - (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

- 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- 3) Smog;

- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

- 5) Settling, cracking, shrinking or expansion;

- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;

- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (iii) Water under the ground surface pressing on, or flowing or seeping through:

- 1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

- (1) Paragraph 6. of **Section III - Limits Of Insurance** is replaced by the following:
 - 6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by

you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after

you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph **8.a.(1)** of this endorsement; or

- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under **Sec-**

tion I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible Amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

This page has been left blank intentionally.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocketown of Middle Tennessee Contract # _____ January 15, 2025

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
ROCKETOWN OF MIDDLE TENNESSEE**

This Grant Contract issued and entered into pursuant to Resolution RS2025-_____ by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Rocketown of Middle Tennessee, ("Recipient"), is for the provision of the South Nashville Community Safety program, as further defined in the "SCOPE OF PROGRAM". Attachments A through H are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. The Recipient will assist the Metro Public Health Department in implementing the Student Night Lights ("SNL") program. SNL at Rocketown is a drop-in program for at-risk teens designed to provide a safe and welcoming environment where youth can find peace, purpose and hope.

The Recipient will use the funds to pay the salary of the project lead and one parttime program specialist and to expand services to targeted teens within a two-mile radius of Rocketown, including MDHA communities like Tony Sudekum Apartments, JC Napier Homes, Cayce Place, and Edgehill Apartments and to achieve the following outcomes:

- To provide a free, supervised environment to 50 teens who are most likely to engage in or fall victim to violence.
- To provide activities during the "Danger Hours" of 3:00 to 6:00PM to 442 participants
- To provide free mental health services, counseling and social-emotional support to 80 teens to improve communication with peers, teachers and parents.
- To provide free hot meals to 102 participants.
- To provide a positive mentorship program designed to reduce violent behavior by fostering educational support and teaching life skills with the expectation that SNL students will exceed MNPS graduation rates as measured by the reporting of students in the program between MNPS and Rocketown.

A.2. The Recipient must spend funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment A. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro according to a mutually acceptable process and schedule, and when needed, upon request. These data shall include:

- Number of residents served.
- Sign in sheets.
- Intake assessments.
- Program attendance.
- Number of meals served.
- Monthly progress reports.
- Other data as requested.

A.3. The Recipient will only utilize these funds for services the Recipient provides to residents and/or visitors in Davidson County. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rockettown of Middle Tennessee Contract # _____ January 15, 2025

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed One Hundred Thirteen Thousand dollars (\$113,000). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1. For each invoice submitted, the Recipient shall certify that the funds were utilized for necessary expenditures related to the completion of the work, as described in Section A of this Grant Contract.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.

Recipient must send all invoices to Anidolee.Melville-Chester@nashville.gov.

Final invoices for the contract period should be received by within thirty (30) days after the end of the contract. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

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

C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed. Any unallowable cost discovered after payment of the final invoice shall be returned by the Recipient to Metro within fifteen (15) days of notice.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocketown of Middle Tennessee Contract # _____ January 15, 2025

- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.
 - a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
 - b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.
- D.5. **Termination - Funding.** The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocketown of Middle Tennessee Contract # _____ January 15, 2025

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual and in accordance with 2 CFR 200 Uniform Guidance. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit a Final Program Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rockettown of Middle Tennessee Contract # _____ January 15, 2025

principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.16. Indemnification and Hold Harmless.

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

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

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

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

D.17. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.18. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

D.19. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.20. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

D.21. 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.22. Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rockettown of Middle Tennessee Contract # _____ January 15, 2025

- D.23. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.24. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.
- The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.
- D.25. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.26. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.27. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by email transmission, or by first class mail, addressed to the respective party at the appropriate email or physical address as set forth below or to such other party, email, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Holly.rice@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-8900

For inquiries regarding invoices:
Nancy.uribe@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-5634

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocketown of Middle Tennessee Contract # _____ January 15, 2025

Recipient

Rocketown of Middle Tennessee
Executive Director
601 4th Ave S
Nashville, TN 37210

D.28. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.29. Certification Regarding Debarment and Convictions.

- a) Recipient certifies that Recipient, and its current and future principals:
 - 1) are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program.
 - 2) have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant.
 - 3) have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - 4) are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.29(a)(2) and D.29(a)(3) of this certification.
- b) Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.29(a).

D.30. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocketown of Middle Tennessee Contract # _____ January 15, 2025

has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

- D.31. **Health Insurance Portability and Accountability Act.** Metro and Recipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its accompanying regulations.
- a. Recipient warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.
 - b. Recipient warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.
 - c. Recipient agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and Recipient in compliance with HIPAA. This provision shall not apply if information received by the Recipient from Metro under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Recipient and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocketown of Middle Tennessee Contract # _____ January 15, 2025

RECIPIENT: Rocketown of Middle Tennessee

By:



Sworn to and subscribed to before me, a Notary Public this 13th day of February, 2025, by Mark Weller, the _____ of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public:



My Commission Expires:

1-4-27



My Commission Expires
January 4, 2027

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rockettown of Middle Tennessee Contract # _____ January 15, 2025

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by:
Sanmi Aroda 2/26/2025
0872295CD81A4B1
Director, Metro Public Health Department Date

Signed by:
Tené Hamilton Franklin 3/6/2025
BEBF08BF14D1480
Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by: Initial DS
Jennene Reed/mjw DH AP 3/7/2025
62377A2A0742469
Director, Department of Finance Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb 3/8/2025
08804BF12FD741C
Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth 3/17/2025
Metropolitan Attorney Date

FILED:

Metropolitan Clerk Date

Grant contract between the Metropolitan Government of Nashville and Davidson County and Rocketown of Middle Tennessee Contract # _____ January 15, 2025

Table of Contents of Attachments:

- A. Grant Spending Plan
- B. Application
- C. Certificate of Assurance
- D. Non-Profit Grants Manual Receipt Acknowledgement
- E. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Letter
- F. Non-Profit Charter and Tennessee Secretary of State Non-Profit Confirmation
- G. Independent Audit completed by Certified Public Accountant
- H. Certificate of Insurance

ATTACHMENT A
GRANT BUDGET
(BUDGET PAGE 1)

Rockettown of Middle Tennessee				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the grant period.				
Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$51,730.00	\$75,729.80	\$127,459.80
2	Benefits & Taxes	\$3,957.35	\$7,953.20	\$11,910.55
4, 15	Professional Fee/ Grant & Award ²	\$55,100.00	\$20,100.00	\$75,200.00
5	Supplies	\$2,212.65	\$4,837.35	\$7,050.00
6	Telephone	\$0.00	\$2,710.00	\$2,710.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$500.00	\$500.00
10	Printing & Publications	\$0.00	\$650.00	\$650.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$45,600.00	\$45,600.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$34,314.00	\$34,314.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (0% of S&B)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$113,000.00	\$192,394.35	\$305,394.35

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: <https://www.tn.gov/assets/entities/finance/attachments/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

(BUDGET PAGE 2)

SALARIES						AMOUNT
Name - Title	Salary	x	Percentage of Time	+	Longevity Bonus	
Thaddeaus Gonzales - SNL Coordinator	43888	x	88%	+	\$	38,402.00
Hannah Davenport - Part-time Program Specialist	13328	x	100%	+	\$	13,328.00
ROUNDED TOTAL						\$ 51,730.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Security Officers (\$1000/wk x 51.5wks)	51500 \$51,500.00
Counseling Services - \$300/mo	3600 \$3,600.00
ROUNDED TOTAL	\$55,100.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
ROUNDED TOTAL	\$ -

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
ROUNDED TOTAL	\$ -

Complete this Cover Sheet and sign where indicated. Attach it to the Program Narrative, Spending Plan, and Spending Plan Narrative. Email the entire Application Packet to both Detra.major@nashville.gov and Diana.harden@nashville.gov by 4:29 pm on September 13, 2024.

FY25 COMMUNITY SAFETY FUND APPLICATION COVER SHEET (Application Part A)

CIRCLE THE ONE CATEGORY OF FUNDING THAT YOU ARE APPLYING FOR:

Literacy: _____	Domestic Violence: _____	Community Service: _____	After School Programs: _____	Community Violence Prevention <input checked="" type="checkbox"/> _____	Group _____
Restorative Justice _____	Workshops/Seminars _____	After School Program _____	Violence _____	Outreach and Education _____	Special Assistance to Individuals _____

WILL THE PROPOSED PROGRAM BE: (Choose One)

A New Program: _____ An Existing Program: _____ An Expansion of Existing Program: _____

APPLICANT INFORMATION

Legal name of Applicant (Agency): ROCKETOWN OF MIDDLE TN

Contact Person Name: <u>Mark Weller</u>	Title: <u>Director of Development</u>
Contact Person Phone: <u>615.843.4007</u>	Email Address: <u>mweller@rocketown.org</u>
Agency CEO Name: <u>Kenny Alonzo</u>	Title: <u>Executive Director</u>
Agency CEO Phone: <u>615.843.4005</u>	Email Address: <u>kalonzo@rocketown.org</u>

AGENCY'S MAIN OFFICE

Complete Address: 601 4th Ave S, Nashville TN 37210
 Phone: 615.843.4001 Fax: _____ Website: www.rocketown.org

FINANCIAL INFORMATION

Agency's most recent FY Actual Revenues ▶ *(See Note Below)	<u>\$1,996,845</u>	Amount of current FY25 CSF grant or direct appropriation (if applicable):	
Total FY25 CSF Request ▶ (round to nearest \$100)	<u>\$113,000</u>	Agency's Fiscal Year Start Date (Month/Day):	<u>July 1</u>
This amount should not exceed 20% of most recent actual revenues. Requests over 20% will render application ineligible. ▶	<u>#DIV/0!</u> <u>5.6%</u>		(Leave Blank)

For the current fiscal year, list funds received from Metro Nashville Government, including funds received from any department or Metro Council Appropriation (attach additional pages if necessary).


Source: _____	Amount: \$ _____
Source: _____	Amount: \$ _____
Source: _____	Amount: \$ _____

Does the applicant have a certified audit performed each year? Yes No _____

IS THIS THE CURRENT PROCESS

SIGNATURES

I certify under the penalty of law that the information in this application (including, without limitation, the "Certifications and Assurances") is accurate to the best of my knowledge. I am aware that my agency will not be eligible for funding if investigation at any time shows falsification. If falsification is shown after funding has been approved, any allocations already received and expended are subject to be repaid. I further certify that I am authorized to sign this application for the applying agency.

Signature of Authorized Official:  Date: 9-12-24

* For most recent agency audit. Revenues stated above must not include in-kind contributions.

Community Safety Fund
Program Narrative for Continuation and Expansion of
Student Night Lights (SNL)



Mark Weller
mweller@rockettown.org
OFFICE 615.843.4007
MOBILE 615.403.3413

Preferred Contact Address
Rockettown of Middle Tennessee
601 4th Avenue South
Nashville, TN 37210

Rockettown, founded in 1994 by Christian Music artist Michael W. Smith, is a drop-in “student center” located in the heart of downtown Nashville to reach at-risk teens. It is a safe place where marginalized teens and young people from low-income communities can find peace, purpose and endless possibilities away from the influence of gangs and drugs. It is a place for teens to be and be known. All young people are welcome at Rockettown, and all programs are FREE, except the skatepark which offers scholarships, so nobody is denied access.

Rockettown is a 501(c)3 organization dedicated to shaping lives by offering HOPE to the next generation through Christ’s love.

1. EXECUTIVE SUMMARY

- **Target Population:**

Previous grants in FY23 and FY24 from the Mayor’s Office (L-5217 and L-5771) focused on teenagers from Tony Sudekum Apartments and JC Napier Homes, both less than a mile from Rockettown. In a June 2024 meeting with Dr. Black and Dr. Harris, Rockettown was encouraged to expand beyond these neighborhoods. This proposal broadens the Student Night Lights (SNL) program to target teens within a 2-mile radius of Rockettown, including MDHA communities like Tony Sudekum Apartments, JC Napier Homes, Cayce Place, and Edgehill Apartments.

Rockettown’s current teen population is 64% African American, 19% White, 8% Hispanic, 1% Asian, and 8% unidentified, with 58% male and 42% female.

- **Services:**

- *A free safe space for teens.*
- *Free supervised activities during "danger hours" (3:00-6:00 pm).*
- *Free mental health services.*
- *Free food for those in need.*
- *Mentors for teens.*

- **Community Benefit:**

The SNL program, modeled after Los Angeles’ Summer Night Lights program, reduces violence by offering positive alternatives during vulnerable hours. It enhances public safety, fosters personal growth, and helps both students and families within the community.

Link: www.lagryd.org/summer-night-lights.html

2. CAPACITY AND EXPERIENCE OF ROCKETOWN

- **Mission:**

Rocketown provides a safe space for young people, offering hope and changing futures through Christ's love. It addresses today's cultural pressures with mentoring and guidance, shielding teens from negative influences, and fostering a sense of community. Rocketown offers unique support, giving teens a place where understanding and compassion are prioritized, and where they can truly be themselves.
- **History:**

Rocketown, founded by Michael W. Smith in 1994, has served over a million teens and celebrates 30 years of community service. Inspired by the Columbine tragedy, Smith aimed to create a safe, loving place for at-risk teens in downtown Nashville. In FY23 and FY24, Rocketown partnered with the city to run Student Night Lights, a violence-reduction program modeled after LA's successful initiative.
- **Key Staff:**
 - Donny Klostermeier oversees SNL and has 29 years of youth work experience.
 - Braden Hammond manages SNL's delivery and evaluation with 8 years of youth service.
 - Hannah Davenport leads daily activities, mentors teens, and ensures no student goes hungry.
 - Sarah Isenberg offers free weekly counseling services to teens.
- **Awards/Recognition:**

Among other honors found on GivingMatters, Rocketown has recently been awarded Metro Nashville Public School's Innovative Partner of the Year.

3. PROBLEM & TARGET POPULATION

- **Teens at risk of community violence share several key characteristics:**
 - **Living in High-Poverty Areas:** Teens from low-income families are more vulnerable to violence, often lacking access to necessary resources. U.S. Census data highlights areas like Napier-Sudekum with high concentrations of low-income households. Crime rates are higher in poverty-concentrated neighborhoods such as North Nashville, Edgehill, and parts of East Nashville, correlating with increased gang activity. (Data: Metro Nashville Crime Reports)
 - **Educational Disconnect:** Teens who are disengaged from school or perform poorly academically face greater risk. High dropout rates in certain areas further increase this risk. This is often due to a lack of connection with positive role models and limited future prospects. (Source: TN Dept of Education and MNPS)
 - **Family Instability:** Factors such as domestic violence or substance abuse within families increase the likelihood of teens engaging in violence. (Data: Nashville Dept of Social Services)
 - **Limited Mental Health Access:** Teens in underserved areas often lack access to mental health services, increasing their vulnerability. (Source: Mental Health Cooperative and TN Dept of Mental Health)
 - **Geographic Indicators:** In Nashville, neighborhoods like Napier-Sudekum, Edgehill, and portions of North and East Nashville have higher concentrations of teens at risk for community violence due to factors such as poverty, lower educational attainment, and high crime rates. Data Source: Metro Nashville Crime Maps and MDHA Housing Data.

Rocketown Responds:

Rocketown provides teens with vital resources, offering safe spaces, free programs, counseling, and mentorship to help them thrive.

- **Rocketown's Experience:**

Rocketown has 30 years of experience supporting teens impacted by violence, offering a safe space with free programs, activities, mental health services, and mentorship to help them reach their full potential.
- **Needs of at-risk teenagers as it relates to community violence:**

At-risk teens need a safe, supportive environment away from gang pressures, drugs, and violence. To thrive, they require resources addressing economic and educational needs, access to free mental health services, and positive adult mentors.
- **Documentation/evidence of services provided to teens in Nashville/Davidson County:**

To participate, Rocketown requires students show a school ID and have a waiver signed that captures their address.

4. SERVICE GAPS

- **Available Services:**

Many organizations and Metro Nashville departments offer services for teens. For example:

- MNPS provides academic and counseling support.
- Metro Parks and Recreation operates community centers with after-school programs and recreational activities.
- Metro Health Department runs adolescent health initiatives.
- MNPY Youth Services offers resources for at-risk teens, including mentorship and gang resistance education.
- Oasis Center focuses on crisis intervention, college readiness, and counseling.
- YMCA offers teen programs for a fee.
- Big Brothers Big Sisters provides academic support and mentoring.
- Boys & Girls Clubs support academic and leadership development.

Rocketown works with MNPS to offer SEL groups, and MNPY to connect youth and officers.

- **Filling the Gaps:**

Student Night Lights (SNL) offers underserved teens a safe space and positive guidance. There will be no fees or preregistration, SNL offers a drop-in center with free activities, food, mental health services, and mentorship.

5. SNL PROGRAM DESIGN

Teens are drawn to Rocketown's Student Night Lights (SNL) program for its exciting activities: free recording studio time, Middle Tennessee's only indoor skatepark, cooking classes, Café, music venues, block parties, raves, esports, talent shows, and after-school health, wellness, and arts programs. What they find is even more impactful: a safe space where compassion and understanding come first. Rocketown offers a positive environment, free mental health services, academic support, hot meals, discussions on issues like inequality, and caring mentors to help them thrive.

- **Priorities:**

- *Safe Spaces and Youth Programs:*

SNL provides a free, supervised environment during "danger hours" (3-6 PM), when teens are most likely to engage in or fall victim to violence. Data from the U.S. Department of Justice shows a significant reduction in violent behavior among teens who participate in after-school programs.

- *Mental Health Services:*

With 1 in 5 teens facing mental health challenges, SNL offers free access to counseling and social-emotional support, addressing issues like anxiety, depression, and suicidal thoughts, which have become leading causes of death among youth.

- *Mentorship:*

Positive mentorship programs at Rocketown reduce violent behavior by fostering educational support and teaching life skills, in line with findings from the National Center for Education Statistics and SAMHSA.

- *Food Assistance:*

Rocketown ensures no teen goes hungry by providing free hot meals daily, creating an environment where basic needs are met, helping teens move beyond "survival mode."

- **Unduplicated Number: 340**

- **Measurable Outcomes:**

- As compared to FY24, Rocketown will increase the number of unique SNL participants by 30%.
- Over 80% of students attending SEL groups will report better self-regulation, healthier communication with peers, parents and/or guardians, expressing their needs, and overall well-being.
- Graduation rate for SNL students will exceed MNSP graduation rate.

5. SNL PROGRAM DESIGN (continued)

- **Activities and Services provided:**

SNL at Rocketown is a drop-in program for at-risk teens at 601 4th Ave S, designed to provide a safe and welcoming environment where youth can find peace, purpose, and hope. Built on the ABCD youth engagement model—Attract Youth, Build Relationships, Connect with Needs, Develop Hope and Purpose—SNL holistically addresses teens' needs through a wide range of activities, mentoring, and services.

Teens are drawn to Rocketown by the wide array of engaging activities, from Nashville's only indoor skatepark to the Coffee Café, esports lab, creative arts programs and more. For skaters, professional demonstrations offer a chance to learn from experts. In esports, students, especially those who lack access high-tech equipment or resources, find refuge and coaching from pros. SNL will also serve as a platform for young artists to showcase their talents, creating a space where they can express themselves and thrive within a supportive community. Creative Arts includes songwriting, recording studio time, video production, music lessons, and performances at events like Rocketown's Got Talent and Battle of the Bands.

Beyond activities, Rocketown fosters meaningful connections through mentors, free mental health services, and support for emotional well-being, including Social Emotional Learning (SEL) groups that meet at Rocketown and local high schools. These groups, alongside access to a counselor, provide critical support for students facing challenges like anxiety, depression, and addiction. Additionally, SNL teens will receive free hot meals after-school each day to nourish both body and soul. It's key to get out of "survival mode" before focusing on personal development.

The College & Career program offers academic success strategies, ACT prep, and mentorship. Rocketown aims for students to surpass regional graduation rates.

At Rocketown, the combination of structured activities, caring mentors, and essential services, such as mental health, educational support and food assistance, forms the backbone of the SNL program, empowering teens to reach their full potential.

5. SNL PROGRAM DESIGN (continued)

- **Typical Day:**

A typical day at Rocketown's SNL program is dynamic and filled with opportunities for growth, fun, and connection. Activities vary, but the Coffee Café and Skatepark are always open, and free hot meals are available anytime. The day starts with staff welcoming students as they arrive. Most teens stop by the Café for a meal or snack before diving into the day's activities.

Some head to the lounge to relax with friends, while skateboarders hit the skate park to practice. Students might join cooking, art, music, or dance workshops, learning new skills in a supportive environment. Others take advantage of quiet study areas or receive homework help from staff.

Teens can participate in organized programs like open mic nights, live performances, or work on music in the recording studio with an audio engineer. In the esports lab students can be coached in competitive gaming, and on Tuesday and Thursday dinner is served along with an encouraging message.

Throughout the day, teens can attend career workshops or meet with counselors for guidance. Most activities wind down by 6pm, concluding a day focused on youth empowerment, creativity, and personal development.

- **Process for Collecting Data:**

Rocketown uses "Grow Numbers" software to track participants, how often students participate in SNL activities and outcomes achieved.

- **Alignment with NAZA Design Factors:**

- *Health, Safety and the Environment:*

Youth must feel safe physically and emotionally. They also must feel they are valued and accepted by peers. Vigilant staff members are always present, aware, and prepared to act if a situation arises. Twenty-six security cameras cover every area of the facility – inside and outside. Security officers are on-site and emergency plans are in place.

- *Relationships:*

Young people need many supportive relationships to help navigate today's culture. They need guidance and emotional support from caring adults. With the nature of all youth programs, building trust ranks high. Trust can only be earned through honest and transparent relationships. With active involvement, staff and volunteers ensure teens feel welcome, accepted, and engaged in meaningful programs as trust is built.

- *Programming and Activities:* To be fully engaged, teens must have an active role, voice and choice in shaping their experiences. They must have the opportunity to practice their leadership skills and know their contributions are valuable. Rocketown not only wants youth to have a voice in activities, but we want them to find their voice and learn how to use it. Being able to verbalize ideas and opinions is a vital part of the SNL program. By taking leadership in the skatepark, sharing song ideas in the studio, or participating in a SEL group, youth are encouraged to explore their emotions, craft their opinions, and use their voice.

5. SNL PROGRAM DESIGN (continued)

- **Staffing and Professional Development:** Rocketown program staff have a combined history of 40 years working with young people. Partnerships with organizations like NAZA and CNM, and involvement in programs such as the Nashville Youth Collective and Mission Increase provide staff with professional development that supports their growth to build programs that are relevant in today's culture.
- **Administration:** Rocketown's administrative team provides sound leadership and management, including strategies for program evaluation and improvements. It is a solid team that has a combined history of nearly 75 years in non-profit administration in youth-related organizations. Community partnerships and collaborations are numerous, including Fireplace, One Gen Away, Nashville Food Project, Elijah's Heart, First Priority, The Counseling Center, The Foundry, Touchstone Youth Services, CIVIL, Crave, MDHA, NAZA, MNPS, Alignment Nashville and more.

6. COLLABORATIONS

As stated above, community partnerships and collaborations are numerous. To be successful with the proposed program, Rocketown will lean on the following organizations:

- When food insecurity arises, Rocketown the Nashville Food Project to provide groceries for families of teens participating in SNL
- The Counseling Center will provide training and supervision for Rocketown's professional counselor.
- Touchstone Youth Services and CIVIL will offer SEL group opportunities as well as SEL training for Rocketown staff.
- Through our partnership MDHA, Rocketown will promote SNL withing Tony Sudekum Apartments, JC Napier Homes, Cayce Place, and Edgehill Apartments.
- MNPS will provide Rocketown with the ability to promote SNL to students and regularly follow up with students during lunch periods inside targeted schools, including McGavock High School, Lead Academy High School, Nashville School of the Arts, Stratford Stem Magnet School and others.

7. SUSTAINABILITY

- **Strategies for Capacity Building:**
 - Rocketown's financial model has earned revenue built in. Our budget includes 42% public support and 58% earned revenue. The largest means of earned revenue is from facility rentals, using the building when youth programs are not happening.
 - Rocketown employs a grant writer who seeks funding for Student Night Lights to help reduce violence and make Nashville a safer place for everyone.
 - Rocketown staff and board members continually promote the value of programs and services, encouraging new collaborations and inviting other organizations and individuals to become involved.
- **Scaled Services:**
 - The proposed spending plan is to operate SNL five days a week. To continue services with reduced funding, Rocketown will simply throttle back SNL to fewer days a week. However, if staff or security is not funded, then Rocketown will not have enough resources to provide Student Night Lights to teens in Nashville.



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Certifications of Assurance**

November 18, 2024


As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.


 Signature of Authorized Representative
 Name: MARK WELLER
 Title: DEVELOPMENT DIRECTOR
 Agency Name: ROCKETOWN
 Date: 11-18-24



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


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

November 18, 2024

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

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: [Non-Profit Grant Resources](#)
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

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



Signature of Authorized Representative
Name: MARK WELLER
Title: DEVELOPMENT DIRECTOR
Agency Name: ROCKETOWN
Date: 11-18-24

INTERNAL REVENUE SERVICE
 DISTRICT DIRECTOR
 401 W. PEACHTREE ST. NW
 ATLANTA, GA 30306

DEPARTMENT OF THE TREASURY

Date:

ROCKETOWN OF MIDDLE TENNESSEE
 404 BRIDGE STREET
 FRANKLIN, TN 37064

Employer Identification Number:
 62-1571573
 Case Number:
 584294088
 Contact Person:
 MACK CALHOUN
 Contact Telephone Number:
 (404) 381-0190
 Accounting Period Ending:
 June 30
 Foundation Status Classification:
 509(a)(2)
 Advance Ruling Period Begins:
 July 5, 1994
 Advance Ruling Period Ends:
 June 30, 1999
 Addendum Applies:
 Yes

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (00/00)

-2-

ROCKETOWN OF MIDDLE TENNESSEE

will no longer treat you as a publicly supported organization; grantors and contributors may not rely on this determination after the date we publish the notice. In addition; if you lose your status as a publicly supported organization; and a grantor or contributor was responsible for, or was aware of, the act or failure to act; that resulted in your loss of such status; that person may not rely on this determination from the date of the act or failure to act. Also; if a grantor or contributor learned that he had given notice that you would be removed from classification as a publicly supported organization; then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support; your purposes; character; or method of operation; please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws; please send us a copy of the amended document or bylaws. Also; let us know all changes in your name or address.

As of January 1, 1984; you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However; you are not automatically exempt from other federal excise taxes. If you have any questions about excise; employment; or other federal taxes; please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests; legacies; devises; transfers; or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055; 2106; and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts; with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions; depending on the circumstances. Revenue Ruling 67-246; published in Cumulative Bulletin 1967-2; on page 104; gives guidelines regarding when taxpayers may deduct payments for admission to; or other participation in; fundraising activities for charity.

You are not required to file Form 990; Return of Organization Exempt From Income Tax; if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail; simply attach the label provided; check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less; and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late; unless there is reasonable

Letter 1045 (00/CG)

-3-

ROCKETOWN OF MIDDLE TENNESSEE

cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Nelson A. Brooke
District Director

Enclosure(s):
Addendum
Form 972-C

Letter 1045 (00/00)

-4-

ROCKETOWN OF MIDDLE TENNESSEE

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, and supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is failure to comply (up to a maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.

If your organization conducts fund-raising events such as benefit dinners, auctions, membership drives, etc., where something of value is received in return for contributions, you can help your donors avoid difficulties with their income tax returns by assisting them in determining the proper tax treatment of their contributions. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that your donors can determine how much is deductible and how much is not. To assist you in this, the Service has issued Publication 1391, Deductibility of Payments Made to Charities Conducting Fund-Raising Events. You may obtain copies of Publication 1391 from your local IRS Office. Guidelines for deductible amounts are also set forth in Revenue Ruling 67-246, 1967-2 C.B. 104 and Revenue Procedure 90-12, 1990-1 C.B. 471 and Revenue Procedure 92-49, 1992-26 I.R.B. 18.

The value of time or personal services contributed to your organization by volunteers is not deductible by those volunteers as a charitable contribution for Federal income tax purposes. You should advise your volunteers to this effect.

Letter 1045 (DD/CG)

ARTICLES OF INCORPORATION
OF
ROCKETOWN OF MIDDLE TENNESSEE

ARTICLE ONE

Name

The name of the corporation is Rocketown of Middle Tennessee.

ARTICLE TWO

Public Benefit Corporation

The corporation is a public benefit corporation.

ARTICLE THREE

No Members

The corporation shall have no members.

ARTICLE FOUR

Nonprofit Corporation: Religious, Charitable and Educational Purposes

The corporation is a not for profit corporation under the provisions of the Tennessee Nonprofit Corporation Act. It is organized, and shall at all times thereafter be operated, exclusively for religious, charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time (the "Code"). In furtherance of such purposes and without limitation thereof, the corporation shall have full power and authority:

- (a) [Reserved]
- (b) To establish and implement fund raising programs, and to accept and receive gifts, grants, contributions, and bequests of real and

personal property for the use and benefit of the corporation's religious, charitable and educational programs;

- (c) To hold, manage, invest, reinvest, and expend funds and properties so received in furtherance of the corporation's purposes;
- (d) To borrow money and issue evidences of indebtedness in furtherance of any or all of the corporation's purposes; and
- (e) To perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable or conducive, directly or indirectly, to carry out any of the purposes of the corporation, as set forth in these Articles of Incorporation, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Tennessee Nonprofit Corporation Act (within the subject to the limitations of Section 501(c)(3) of the Code).

The corporation shall serve only such purposes and functions and shall engage only in such activities as are consonant with the purposes set forth in this Article Four, as are exclusively religious, charitable and educational, and as are entitled to tax-exempt status under Section 501(c)(3) of the Code.

ARTICLE FIVE

Publicly Supported Tax-Exempt Nonprofit Corporation

The corporation shall be neither organized nor operated for pecuniary gain or profit.

- (a) The corporation is organized and shall be operated exclusively for religious, charitable and educational purposes.
- (b) No part of the net earning of the corporation shall inure to the benefit of, or be distributable to, any director, officer, or trustee of the corporation, or any other private person; provided that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth in Article Four hereof.

- (c) No substantial part of the activities of the corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise permitted in Section 501(h) of the Code); and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.
- (d) Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on by a corporation (i) exempt from federal income taxation under Section 501(c)(3) of the Code and which is not a private foundation within the meaning of Section 509(a) of the Code; and (ii) contributions to which are deductible for federal income tax purposes under Code Section 170(c)(2).

It is intended that the corporation shall have, and continue to have, the status of an organization that is exempt from federal income taxation under Section 501(c)(3) of the Code and which is not a private foundation within the meaning of Code Section 509(a). It is further intended that the corporation be an organization described in Code Section 170(b)(1)(A), contributions to which are deductible under Code Section 1709(a). Accordingly, all terms and provisions of these Articles of Incorporation and the Bylaws of the corporation, and all authority and operations of the corporation, shall be constructed, applied and carried out in accordance with such intent.

ARTICLE SIX

Distribution of Assets Upon Dissolution of Corporation

Upon dissolution of the corporation, the Board of Directors shall, after paying and making provisions for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation by distributing those assets exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for religious, charitable and educational uses and purposes as shall at such time qualify as exempt from taxation under Code Section 501(c)(3) and as other than a private foundation under Section 509(a) of the Code, as the Board of Directors shall determine; provided, however, preference shall be given to organizations organized and operated for religious, charitable and educational purposes similar to those of the corporation, and no such distributions shall be made to an organization that is not then described in Sections 170(b)(1)(A), 2055(a) and 2522(a) or (b) of the Code. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction for 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 then organized and operated for such purposes.

ARTICLE SEVEN

Incorporated

The incorporator of the corporation is L. Glenn Worley. The address if the incorporator is c/o Harwell Hyne Gabbert & Manner, P.C., 1800 First American Center, 315 Deaderick Street, Nashville, Tennessee, 37238.

ARTICLE EIGHT

Registered Office and Registered Agent

The registered office of the corporation shall be at 1800 First American Center, 315 Deaderick Street, Nashville, Davidson County, Tennessee, 37238. The initial registered agent at such address shall be L. Glenn Worley.

ARTICLE NINE

Principal Office

The principal office of the corporation shall be at 404 Bridge Street, Franklin, Williamson County, Tennessee 37064.

ARTICLE TEN

Board of Directors

The business and affairs of the corporation shall be managed by a Board of Directors:

- (a) The number of directors and their terms shall be specified in the Bylaws of the corporation;
- (b) Whenever the Board of Directors is required or permitted to take any action by vote, such actions may be taken without a meeting on written consent setting forth the action so taken, signed by all of the directors, indicating each signing director's vote or absence. The affirmation vote of the number of directions that would be necessary to authorize or to take such action at a meeting is an act of the Board of Directors;
- (c) The Board of Directors shall have the powers and duties set forth in these Articles of Incorporation and in the Bylaws, to the extent that such powers and duties are not inconsistent with the status of

the corporation as a nonprofit corporation that is exempt from federal income taxation under Section 501(c)(3) of the Code and which is not a private foundation within the meaning of Code Section 509(1).

- (d) Any or all of the directors may be removed with cause by a majority vote of the entire Board of Directors.

ARTICLE ELEVEN

No Personal Liability of Directors

To the fullest extent permitted by the Tennessee Nonprofit Corporation Act as the same became effective on January 1, 1988 or as it may thereafter be amended from time to time, a director or incorporator of the corporation shall not be liable to the corporation for monetary damages for breach or fiduciary duty as a director or incorporator. If the Tennessee Nonprofit Corporation Act is amended after the date on which these Articles of Incorporation are filed with the Tennessee Secretary of State to authorize corporation action further eliminating or limiting the personal liability of a director, then the liability of a director or incorporator of the corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Nonprofit Corporation Act, as so amended from time to time. Any repeal or modification of this Article Eleven by the corporation shall not adversely affect any right or protection of a director or incorporator of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereafter a "proceeding"), by reason of the fact that he or she is or was a director or incorporator of the corporation or is or was serving at the request of the corporation as a director of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or in any other capacity while serving as a director, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Nonprofit Corporation Act, as the same became effective on January 1, 1988 or may thereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including but not limited to counsel fee, judgments, fines, ERISA, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee who has ceased to be a director or incorporator and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. The right to indemnification conferred in this Article Eleven shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in any such proceeding in advance of its

final disposition (hereinafter an "advancement of expenses"); provided, however, that an advancement of expenses incurred by an Indemnitee shall be made only delivery to the corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further appeal that such Indemnitee is not entitled to be indemnified for such expenses under this Article Eleven or otherwise, the Indemnitee furnishes the corporation with a written affirmation of his or her good faith belief that he or she has met the standards for indemnification under the Tennessee Nonprofit Corporation Act, and a determination is made that the facts then known to those making the determination would not preclude indemnification.

The corporation may indemnify and advance expense to an officer, employee or agent who is not a director to the same extent as to a director by specific action of the corporation's Board of Directors or by contract.

The rights to indemnification and to the advancement of expenses conferred in this Article Eleven shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, this Charter, Bylaw, agreement, vote of disinterested directors or otherwise.

The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Nonprofit Corporation Act.

Notwithstanding anything in this Article Eleven to the contrary, the provisions of this Article Eleven shall be subject to all limitations applicable to organizations that are exempt from federal income taxation under Section 501(c)(3) of the Code, contributions to which are deductible under Code Section 170(c)(2). Accordingly, this Article Eleven shall be of no force and effect to the extent such provisions are inconsistent with such limitations.

ARTICLE TWELVE

Definitions

For purposes of these Articles of Incorporations and the corporation's Bylaws, "religious, charitable and educational purposes" shall have the same meaning as such phrase has in Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code and the U.S. Treasury regulations promulgated thereunder. All references in these Article of Incorporation to sections of the Internal Revenue Code shall be considered references to the Internal Revenue Code of 1986, as it may be amended from time to time, and to the corresponding provision of any applicable future United States Internal Revenue law.

ARTICLE THIRTEEN

Amendments

These Articles of Incorporation may be amended at any time and from time to time by the affirmative vote of a majority of all of the directors then in office.

IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation this 5th day of July, 1994.

INCORPORATOR: L. Glenn Worley

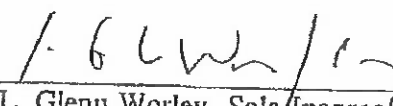
Address: 1800 First American Center
315 Deaderick Street
Nashville, Tennessee 37238

BYLAWS
OF
ROCKETOWN OF MIDDLE TENNESSEE

Incorporated under the laws of
the State of Tennessee

Adopted by the Sole Incorporator
as of July 6, 1994

These are the Bylaws of ROCKETOWN OF MIDDLE TENNESSEE, adopted by resolution of
Sole Incorporator, effective as of the 6th day of July, 1994.



L. Glenn Worley, Sole Incorporator

Date: July 6, 1994

TABLE OF CONTENTS

ARTICLE ONE 5

Name, Location and Offices 5

 1.1 Name 5

 1.2 Registered Office and Agent 5

 1.3 Other Offices 5

ARTICLE TWO 5

Purposes and Governing Instruments 5

 2.1 Nonprofit Corporation 5

 2.2 Religious, Charitable and Educational 5

 2.3 Governing Instruments 6

ARTICLE THREE 6

BOARD OF DIRECTORS 6

 3.1 Authority and Responsibility of the Board of Directors 6

 3.2 Initial and Regular Boards of Directors 7

 3.3 Terms of Office 7

 3.4 Board Vacancies 8

 3.5 Removal of Board Members 8

 3.6 Board Chair 8

 3.7 Compensation 8

ARTICLE FOUR 8

Meetings of the Board of Directors 8

 4.1 Place of Meetings 8

 4.2 Annual Meeting; Notice 8

 4.3 Regular Meetings; Notice 9

 4.4 Special Meetings; Notice 9

 4.5 Waiver 9

 4.6 Quorum 9

 4.7 Vote Required for Action 9

 4.8 Action by Directors Without a Meeting 9

 4.9 Telephone and Similar Meetings 9

 4.10 Adjournments 10

<u>ARTICLE FIVE</u>	10
<u>Notice and Waiver</u>	10
5.1 <u>Procedure</u>	10
5.2 <u>Waiver</u>	10
 <u>ARTICLE SIX</u>	 10
<u>Officers</u>	10
6.1 <u>Number and Qualifications</u>	10
6.2 <u>Election and Term of Office</u>	10
6.3 <u>Other Agents</u>	11
6.4 <u>Removal</u>	11
6.5 <u>Vacancies</u>	11
6.6 <u>President</u>	11
6.7 <u>Secretary</u>	11
6.8 <u>Treasurer</u>	11
 <u>ARTICLE SEVEN</u>	 12
<u>Committees of Directors</u>	12
7.1 <u>Executive Committee</u>	12
7.2 <u>Other Committees of Directors</u>	12
7.3 <u>Advisory and Other Committees</u>	12
7.4 <u>Term of Appointment</u>	12
7.5 <u>Chairman</u>	13
7.6 <u>Vacancies</u>	13
7.7 <u>Quorum</u>	13
7.8 <u>Rules</u>	13
 <u>ARTICLE EIGHT</u>	 13
<u>Distributions and Disbursements</u>	13
8.1 <u>Distributions and Disbursements</u>	13
8.2 <u>Vote Required for Determinations</u>	13
8.3 <u>Distribution of Capital</u>	13
8.4 <u>Determination of Effective Agencies and Means for Carrying Out the</u> <u>Religious, Charitable and Educational Purposes of the Corporation</u>	14
8.5 <u>Furtherance of Religious, Charitable and Educational Purposes</u>	14
 <u>ARTICLE NINE</u>	 14
<u>Contracts, Checks, Deposits and Funds</u>	14
9.1 <u>Contracts</u>	14

9.2	<u>Checks, Drafts, Notes, Etc</u>	14
9.3	<u>Deposits</u>	15
9.4	<u>Gifts</u>	15
<u>ARTICLE TEN</u>		15
<u>Indemnification and Insurance</u>		15
10.1	<u>Indemnification</u>	15
10.2	<u>Indemnification Not Exclusive of Other Rights</u>	15
10.3	<u>Insurance</u>	15
<u>ARTICLE ELEVEN</u>		16
<u>Miscellaneous</u>		16
11.1	<u>Books and Records</u>	16
11.2	<u>Fiscal Year</u>	16
11.3	<u>Internal Revenue Code</u>	16
11.4	<u>Construction</u>	16
11.5	<u>Table of Contents; Headings</u>	16
11.6	<u>Relation to Articles of Incorporation</u>	16
<u>ARTICLE TWELVE</u>		16
<u>Amendments</u>		16
12.1	<u>Power to Amend Bylaws</u>	16
12.2	<u>Conditions</u>	16
<u>ARTICLE THIRTEEN</u>		17
<u>Tax-Exempt Status</u>		17
13.1	<u>Tax-Exempt Status</u>	17
13.2	<u>Prohibition Against Lobbying</u>	17
<u>ARTICLE FOURTEEN</u>		17
<u>Adoption of Bylaws</u>		17

BYLAWS

OF

ROCKETOWN OF MIDDLE TENNESSEE

Incorporated under the laws of the State of Tennessee

ARTICLE ONE

Name, Location and Offices

1.1 Name. The name of this corporation is Rocketown of Middle Tennessee (the "Corporation").

1.2 Registered Office and Agent. The Corporation shall maintain a registered office in the State of Tennessee, and shall have a registered agent whose address is identical with the address of such registered office, in accordance with the requirements of the Tennessee Nonprofit Corporation Act.

1.3 Other Offices. The principal office of the Corporation shall be located in Franklin, Tennessee. The Corporation may have other offices at such place or places, within or without the State of Tennessee, as the Board of Directors may determine from time to time or the affairs of the Corporation may require or make desirable.

ARTICLE TWO

Purposes and Governing Instruments

2.1 Nonprofit Corporation. The Corporation is organized and shall be operated as a nonprofit Corporation under the provisions of the Tennessee Nonprofit Corporation Act.

2.2 Religious, Charitable and Educational. The purposes of the Corporation, as set forth in the Articles of Incorporation, are exclusively religious, charitable and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code. In furtherance of such purposes, the Corporation shall have full power and authority:

- (a) [Reserved]
- (b) To establish and implement fund raising programs, and to accept and receive gifts, grants, contributions, and bequests of real and personal property for the use and benefit of the Corporation's religious, charitable and educational programs;
- (c) To hold, manage, invest, reinvest, and expend funds and properties so received in furtherance of the Corporation's purposes;
- (d) To borrow money and issue evidences of indebtedness in furtherance of any or all of the Corporation's purposes; and
- (e) To perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable, or conducive, directly or indirectly, to carry out any of the purposes of the Corporation, as set forth in the Articles of Incorporation and these Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Tennessee Nonprofit Corporation Act (within and subject to the limitations of Section 501(c)(3) of the Internal Revenue Code).
- (f) To serve only such purposes and functions and engage only in such activities as are consonant with the purposes set forth in the Articles of Incorporation and these Bylaws, as are exclusively religious, charitable and educational, and as are entitled to tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

2.3 Governing Instruments. The Corporation shall be governed by its Articles of Incorporation and these Bylaws, as the same may be amended from time to time.

ARTICLE THREE

BOARD OF DIRECTORS

3.1 Authority and Responsibility of the Board of Directors.

(a) The supreme authority of the Corporation and the government and management of the affairs of the Corporation shall be vested in the Board of Directors; and all the powers, duties, and functions of the Corporation conferred by the Articles of Incorporation, these Bylaws, state statutes, common law, court decisions, or otherwise, shall be exercised, performed, or controlled by the Board of Directors.

(b) The governing body of the Corporation shall be the Board of Directors. The Board of Directors shall have supervision, control and direction of the management, affairs and property of the Corporation; shall determine its policies or changes therein; and shall actively pursue and execute its purposes and objectives and supervise the disbursement of its funds. The

Board of Directors may adopt such rules and regulations for the Corporation as shall be deemed advisable, and may, in the execution of the powers granted, delegate certain of its authority and responsibility to an executive committee. Under no circumstances, however, shall any actions be taken that are inconsistent with the Articles of Incorporation and these Bylaws; and the fundamental and basic purposes of the Corporation, as expressed in the Articles of Incorporation and these Bylaws, shall not be amended or changed.

(c) The Board of Directors shall not permit any part of the earnings or capital of the Corporation to inure to the benefit of any director, officer, trustee, or other private person or individual, except as may be permitted by the corporation's Articles of Incorporation and the Internal Revenue Code.

(d) The Board of Directors may, from time to time, appoint, as advisors, persons whose advice, assistance and support may be deemed helpful in determining policies and formulating programs for carrying out the purposes and functions of the Corporation.

(e) The Board of Directors is authorized to employ such person or persons, including an executive director or officer, attorneys, directors, agents, investment managers and assistants, as in its judgment are necessary or desirable for the administration and management of the Corporation, and to pay reasonable compensation for the services performed and expenses incurred by any such person or persons.

3.2 Initial and Regular Boards of Directors. The initial sole director of the Corporation shall be the incorporator of the Corporation, who shall hold office until successors to the initial sole director are appointed. The successors to the initial sole director shall consist of nine (9) persons. Each director shall hold office until the expiration of the term for which he or she is appointed, and thereafter until his or her successor has been appointed and qualified.

The Board of Directors, by two-thirds (2/3) vote, may increase or decrease the number of members on the Board; provided, however, there shall always be at least seven (7) memberships and never more than fifteen (15) memberships. Provided, further, there shall always be an odd number of memberships.

3.3 Terms of Office. The terms of office of the initial Board of Directors shall be as follows:

- (a) Three (3) directors shall serve a one (1) year term;
- (b) Three (3) directors shall serve a two (2) year term; and
- (c) Three (3) directors shall serve a three (3) year term.

After the initial term, all subsequent directors appointed to the Board shall serve for a term of three (3) years. Members of the Board may serve unlimited consecutive terms;

provided, however, that such members are duly re-appointed and qualified at the end of their terms as set forth in these Bylaws.

3.4 Board Vacancies. Upon the expiration of the term of a member of the Board of Directors, or in the event that a member of the Board of Directors becomes legally incapacitated, dies, resigns, or is removed prior to the expiration of his or her term, a successor shall be appointed by a majority vote of a quorum (as defined in Article 4.6 herein) of the Board. Such successor shall serve on the Board for the remaining term of the departed Board Member.

3.5 Removal of Board Members. If, notwithstanding anything herein to the contrary, three-fourths (3/4) of a quorum (as defined in Article 4.6 herein) of the Board affirmatively vote that a director of the Corporation is not able to perform his or her duties or that it is in the best interests of the Corporation that said director be removed, and vote to remove such director, then a successor director shall be appointed by a majority vote of a quorum (as defined in Article 4.6 herein) of the Board.

3.6 Board Chair. The Chair of the Board of Directors shall be elected by a majority of the Board of Directors to service as Chair of the Board for his or her term. A majority of the Board of Directors shall have the power to remove the then-serving Chair as Chair and appoint a successor Chair. Any successor Chair shall serve as Chair for the shorter of the remainder of his or her term on the Board or the remainder of the term of the Chair removed.

3.7 Compensation. No director of the Corporation shall receive, directly or indirectly, any salary, compensation or emolument therefrom as such director or in any other capacity, unless authorized by the concurring vote of a majority of all the directors or (notwithstanding any quorum requirement of these Bylaws) by the concurring vote of all the disinterested directors. However, nothing contained herein shall be construed to prevent any director from serving the Corporation in any other capacity and receiving reasonable compensation for services rendered in furtherance of the purposes and functions of the Corporation.

ARTICLE FOUR

Meetings of the Board of Directors

4.1 Place of Meetings. Meetings of the Board of Directors may be held at any place within or without the State of Tennessee as set forth in the notice thereof or in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver, or if no place is so specified, at the principal office of the Corporation.

4.2 Annual Meeting; Notice. The annual meeting of the Board of Directors shall be held at the principal office of the Corporation or at such other place as the Board of Directors shall determine on such day and at such time as the Board of Directors shall designate. Unless

waived as contemplated in Article 5.2, notice of the time and place of such annual meeting shall be given by the secretary either personally, by telephone, by facsimile, by mail or by telegram not less than ten (10) nor more than fifty (50) days before such meeting.

4.3 Regular Meetings; Notice. Regular meetings of the Board of Directors shall be held at least quarterly and from time to time between annual and quarterly meetings at such times and at such places as the Board of Directors may prescribe. Notice of the time and place of each such regular meeting shall be given by the secretary either personally, by telephone, by facsimile, by mail or by telegram not less than seven (7) nor more than thirty (30) days before such regular meeting.

4.4 Special Meetings; Notice. Special meetings of the Board of Directors may be called by or at the request of the president, the Chair or any two of the directors in office at that time. Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given by the secretary either personally, by telephone, by facsimile, by mail or by telegram at least forty-eight (48) hours before such meeting.

4.5 Waiver. Attendance by a director at a meeting shall constitute waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called. See also Article Five ("Notice and Waiver").

4.6 Quorum. At meetings of the Board of Directors, a majority of the directors then in office shall be necessary to constitute a quorum for the transaction of business.

4.7 Vote Required for Action. Except as otherwise provided in these Bylaws or by law, the act of a majority of the directors present at a meeting at which a quorum is present at the time shall be the act of the Board of Directors. Adoption, amendment and repeal of a Bylaw is provided for in Article 14 of these Bylaws. Vacancies in the Board of Directors may be filled as provided in Article 3.4 of these Bylaws.

4.8 Action by Directors Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting; provided that such action is approved by the number of directors that would be necessary to authorize the Board to take such action at a meeting. Each such written action must be evidenced by one (1) or more written consents describing the action taken. Each written consent describing the action need not be signed by each director, provided all directors sign at least one (1) written consent with respect to such action. The signed consent or consents shall be placed in the Minute book.

4.9 Telephone and Similar Meetings. Directors may participate in and hold a meeting by means of conference telephone or similar communications equipment in which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

4.10 Adjournments. A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the directors present to reconvene at a specific time and place. It shall not be necessary to give notice of the reconvened meeting or of the business to be transacted, other than by announcement at the meeting which was adjourned. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

ARTICLE FIVE

Notice and Waiver

5.1 Procedure. Whenever these Bylaws require notice to be given to any director, the notice shall be given as prescribed in Article Four. Whenever notice is given to a director by mail, the notice shall be sent first-class mail by depositing the same in a post office or letter box in a postage prepaid sealed envelope addressed to the director at his or her address as it appears on the books of the Corporation; and such notice shall be deemed to have been given at the time the same is deposited in the United States mail. Notice shall be deemed to have been given by telegram or cablegram at the time notice is filed with the transmitting agency.

5.2 Waiver. Whenever any notice is required to be given to any director by law, by the Articles of Incorporation, or by these Bylaws, a waiver thereof in writing signed by the director entitled to such notice, whether before or after the meeting to which the waiver pertains, shall be deemed equivalent thereto.

ARTICLE SIX

Officers

6.1 Number and Qualifications. The officers of the Corporation shall consist of a president and a secretary. The Board of Directors may from time to time create and establish the duties of such other officers as it deems necessary for the efficient management of the Corporation, but the Corporation shall not be required to have at any time any officers other than a president and a secretary. Any two (2) or more offices may be held by the same person, except the offices of the president and the secretary. Directors may serve as officers of the Corporation.

6.2 Election and Term of Office. The officers of the Corporation shall be elected by the Board of Directors and shall serve for terms of one (1) year and until their successors have been elected and qualified, or until their earlier death, resignation, removal, retirement, or disqualification.

6.3 Other Agents. The Board of Directors may appoint from time to time such agents as it may deem necessary or desirable, each of whom shall hold office during the pleasure of the Board, and shall have such authority and perform such duties and shall receive such reasonable compensation, if any, as the Board of Directors may from time to time determine.

6.4 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby. However, any such removal shall be without prejudice to the contract rights, if any, of the officer or agent so removed.

6.5 Vacancies. A vacancy in any office arising at any time and from any cause may be filled for the unexpired term at any meeting of the Board of Directors.

6.6 President. The president shall be the principal executive officer of the Corporation and shall be present at all meetings of the Board of Directors. He or she shall be authorized to sign checks, drafts, and other orders for the payment of money, notes or other evidences or indebtedness issued in the name of the Corporation, and statements and reports required to be filed with government officials or agencies; and he or she shall be authorized to enter into any contract or agreement and to execute in the corporate name, along with the secretary, any instrument or other writing; and he or she shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall have the right to supervise and direct the management and operation of the Corporation and to make all decisions as to policy and otherwise which may arise between meetings of the Board of Directors, and the other officers and employees of the Corporation shall be under his or her supervision and control during such interim. He or she shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

6.7 Secretary. The secretary shall attend all meetings of the Board of Directors and record all votes, actions and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the executive and other committees when required. The secretary shall give, or cause to be given, notice of all meetings of the Board of Directors. The secretary shall be under the supervision of the president. He or she shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the president may from time to time delegate.

6.8 Treasurer. If a treasurer is appointed, he or she shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the Corporation and shall deposit all monies and other valuables in the name and to the credit of the Corporation into depositories designated by the Board of Directors. The treasurer shall disburse the funds of the Corporation as ordered by the Board of Directors, and prepare financial statements each month or at such other intervals as the Board of Directors shall direct. If required by the Board of Directors, the treasurer shall give the Corporation a bond (in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board) for the faithful performance of the duties of his or her office and for the restoration to

the Corporation, in case of his or her death, resignation, retirement, or removal from office of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation. The treasurer shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the president may from time to time delegate.

ARTICLE SEVEN

Committees of Directors

7.1 Executive Committee. By resolution adopted by the Board of Directors, the Board may designate from among its members one or more executive committees, each of which shall consist of at least one (1) director, and may include officers of the Corporation, which executive committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Corporation; but the designation of any such executive committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him or her by law.

7.2 Other Committees of Directors. Other committees, each consisting of at least one (1) director, not having and exercising the authority of the Board of Directors in the management of the Corporation, may be designated by a resolution adopted by the Board of Directors. Except as otherwise provided in such resolution, members of each such committee shall be appointed by the Chair of the Board. Any member of any committee may be removed by the person or persons authorized to appoint such member whenever in his or her judgment the best interests of the Corporation shall be served by such removal.

7.3 Advisory and Other Committees. The Board of Directors may provide for such other committees, including advisory groups, board of governors, etc., consisting in whole or in part of persons who are not directors of the Corporation, as it deems necessary or desirable, and discontinue any such committee at its pleasure. It shall be the function and purpose of each such committee to advise the Board of Directors; and each such committee shall have such powers and perform such specific duties or functions, not inconsistent with the Articles of Incorporation of the Corporation and these Bylaws, as may be prescribed for it by the Board of Directors. Appointments to and the filling of vacancies on any such other committees shall be made by the Chair of the Board of Directors, unless the Board of Directors otherwise provides. Any action by each such committee shall be reported to the Board of Directors at its meeting next succeeding such action and shall be subject to control, revision, and alteration by the Board of Directors, provided that no rights of third persons shall be prejudicially affected thereby.

7.4 Term of Appointment. Each member of a committee shall continue as such until the next annual meeting of the Board of Directors and until his or her successor is appointed,

unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.5 Chairman. One member of each committee shall be appointed chairman thereof.

7.6 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.7 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum; and the act of a majority of members present at a meeting at which a quorum is present shall be the act of the committee.

7.8 Rules. Each committee may adopt rules for its own government, so long as such rules are not inconsistent with the Corporation's Articles of Incorporation, these Bylaws or with rules adopted by the Board of Directors.

ARTICLE EIGHT

Distributions and Disbursements

8.1 Distributions and Disbursements. The Board of Directors, not less frequently than annually, shall (a) determine all distributions, if any, to be made from net income and principal of the Corporation (including funds held by trustees, custodians, or agents of the Corporation) pursuant to provisions of the Articles of Incorporation, these Bylaws, and the donors' directions, if and to the extent applicable as provided herein; (b) make, or authorize and direct the respective trustees, custodians, or agents having custody of funds of the Corporation to make payments to organizations or persons to whom payments are to be made, if any, in such amounts and at such times and with such accompanying restrictions, if any, as it deems necessary to assure use for the religious, charitable and educational purposes of the Corporation and in the manner intended; and (c) determine all disbursements to be made, if any, for administrative expenses incurred by the Corporation and direct the respective trustees, custodians, or agents having custody of funds of the Corporation as to payments thereof and funds to be charged.

8.2 Vote Required for Determinations. All such determinations shall be made by the affirmative vote of a majority of directors present at a meeting duly called at which a quorum is present, unless otherwise expressly provided in these Bylaws or by direction of the donor as a condition of the gift.

8.3 Distribution of Capital. Determinations may be made to distribute capital from funds given without directions as to principal or income, as well as pursuant to directions expressly permitting use of principal; but the Board of Directors shall inform the trustee, custodian, or agent having custody of the funds of the Corporation as far in advance as the

Board of Directors deems practicable so as to permit the trustee, custodian, or agent to adjust its investment policies accordingly, and may, upon advice from the trustee, custodian, or agent as to how the desired distribution and any necessary liquidation of investment can be accomplished most economically, adjust its directions for distributions so far as it deems practicable accordingly.

8.4 Determination of Effective Agencies and Means for Carrying Out the Religious, Charitable and Educational Purposes of the Corporation. The Board of Directors shall gather and analyze facts and conduct such investigation and research as from time to time may be necessary or desirable in order to determine the most effective agencies and means for carrying out the religious, charitable and educational purposes and functions of the Corporation, and may direct disbursements for such fact gathering and analysis, investigation, and research from funds given for such purposes or from funds given without designation as to purpose. Disbursements for other proper administrative expenses incurred by the Board of Directors, including salaries for such professional and other assistance as it from time to time deems necessary or desirable, shall be directed to be paid so far as possible, first from any funds designated for such purposes, and any balance out of income of the funds of the Corporation or such of its principal as is not specifically restricted against such use.

8.5 Furtherance of Religious, Charitable and Educational Purposes. In furtherance of the religious, charitable and educational purposes and functions of the Corporation, when needs therefor have been determined and with appropriate provisions to assure use solely for such purposes, the Board of Directors may direct distributions to such persons, organizations, governments, or governmental agencies as in the opinion of the Board of Directors can best carry out such purposes and functions or help create new qualified religious, charitable and educational organizations to carry out such purposes and functions.

ARTICLE NINE

Contracts, Checks, Deposits and Funds

9.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Such authority must be in writing and may be general or confined to specific instances.

9.2 Checks, Drafts, Notes, 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 shall be signed by such officer or officers, agent or agents, of the Corporation and in such other manner as may from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the president of the Corporation.

9.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

9.4 Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE TEN

Indemnification and Insurance

10.1 Indemnification. In the event that any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, seeks indemnification from the Corporation against expenses, including attorneys' fees (and in the case of action other than those by or in the right of the Corporation, judgments, fines and amounts paid in settlement), actually and reasonably incurred by him or her in connection with such action, suit, or proceeding by reason of the fact that such person is or was an incorporator, director, officer, employee, trustee, or agent of the Corporation, or is or was serving at the request of the Corporation as an incorporator, director, officer, employee, trustee, or agent of another Corporation, domestic or foreign, non profit or for profit, partnership, joint venture, trust, or other enterprise, then, unless such indemnification is ordered by a court, the Corporation shall determine, or cause to be determined, in the manner provided under Tennessee law whether or not indemnification is proper under the circumstances because the person claiming such indemnification has met the applicable standards of conduct set forth in Tennessee law; and, to the extent it is so determined that such indemnification is proper, the person claiming such indemnification shall be indemnified to the fullest extent now or hereafter permitted by Tennessee law.

10.2 Indemnification Not Exclusive of Other Rights. The indemnification provided in Article 10.1 above shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Corporation's Articles of Incorporation or Bylaws, or any agreement, vote of disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an incorporator, director, officer, employee, trustee or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

10.3 Insurance. To the extent permitted by Tennessee law, the Corporation may purchase and maintain insurance on behalf of any person who is or was an incorporator, director, officer, employee, trustee, or agent of the Corporation, or is or was serving at the request of the Corporation as an incorporator, director, officer, employee, trustee or agent of

another Corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust or other enterprise.

ARTICLE ELEVEN

Miscellaneous

11.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors.

11.2 Fiscal Year. The Board of Directors is authorized to fix the fiscal year of the Corporation and to change the same from time to time as it deems appropriate.

11.3 Internal Revenue Code. All references in these Bylaws to sections of the Internal Revenue Code shall be considered references to the Internal Revenue Code of 1986, as from time to time amended, to the corresponding provisions of any applicable future United States Internal Revenue Law, and to all regulations issued under such section and provisions.

11.4 Construction. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder of these Bylaws shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

11.5 Table of Contents; Headings. The table of contents and headings are for organization, convenience and clarity, and are not to be used to construe, interpret, or limit the provisions and terms hereof.

11.6 Relation to Articles of Incorporation. These Bylaws are subject to, and governed by, the Corporation's Articles of Incorporation.

ARTICLE TWELVE

Amendments

12.1 Power to Amend Bylaws. The Board of Directors shall have the power to alter, amend, or repeal these Bylaws or adopt new Bylaws.

12.2 Conditions. Action by the Board of Directors with respect to Bylaws shall be taken by a majority vote of the Board of Directors.

ARTICLE THIRTEEN

Tax-Exempt Status

13.1 Tax-Exempt Status. The affairs of the Corporation at all times shall be conducted in such a manner as to assure status as a "publicly supported" organization as defined in Section 509(a)(1) or Section 509(a)(2) of the Internal Revenue Code, and so in other ways to qualify for exemption from tax pursuant to Section 501(c)(3) of the Internal Revenue Code.

13.2 Prohibition Against Lobbying. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation (except as otherwise permitted in Section 501(h) of the Internal Revenue Code). The Corporation shall not participate or intervene (including the publishing or distributing of statements) in any political campaign on behalf of any candidate for public office.

ARTICLE FOURTEEN

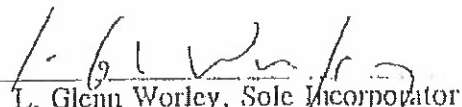
Adoption of Bylaws

Rocketown of Middle Tennessee was organized under the laws of the State of Tennessee on July 5, 1994. These Bylaws were adopted by resolution of the Sole Incorporator of the Corporation and became effective on July 6, 1994.

APPROVED:

ROCKETOWN OF MIDDLE TENNESSEE

By:


L. Glenn Worley, Sole Incorporator

**AMENDMENT NUMBER ONE TO
BYLAWS OF
ROCKETOWN OF MIDDLE TENNESSEE**
Incorporated under the laws of the State of Tennessee

The following Amendments to the Bylaws of Rocketown of Middle Tennessee (the "Corporation") are made in accordance with Article Twelve, Section 12.1 of said Bylaws.

Amendment to Article One

Section 1.3 is amended by deleting the reference to "Franklin, Tennessee" and replacing it with a reference to "Nashville, Tennessee".

Amendment to Article Three

Section 3.2 is amended by deleting the first sentence thereof and replacing it with the following sentence:

The Board of Directors, by two-thirds (2/3) vote of a quorum thereof, may increase or decrease the number of members on the Board; provided, however, there shall always be at least seven (7) memberships and never more than twenty-five (25) memberships.

Amendment to Article Four

Section 4.6 is amended by deleting the section in its entirety and replacing it with the following language:

At meetings of the Board of Directors, one-third (1/3) of the directors then in office shall be necessary to constitute a quorum for the transaction of business.

Section 4.7 is amended by deleting the reference to "Article 14" and replacing it with a reference to "Article Twelve."

Amendment to Article Six

Section 6.1 is amended by deleting the first sentence thereof and replacing it with the following new sentence:

The officers of the Corporation shall consist of a President, Executive Director and a Secretary.

The following new Section 6.6 is inserted immediately following Section 6.5:

6.6 President. The Chair of the Board of Directors shall serve as the Corporation's President.

Section 6.6 is amended by redesignating it as Section 6.61 and by deleting all references to "President" therein and replacing such references with references to "Executive Director".

Addition of Article Seven-A

The following new Article Seven-A is hereby added and inserted between Article Seven and Article Eight of the Bylaws:

7A.1 Advisory Council. The Board of Directors may, in its discretion, establish an Advisory Council (or other designated committee) for the purpose of increasing the Corporation's visibility within the local, regional and national communities and the public's awareness of the Corporation. The Advisory Council shall serve as a liaison between the Corporation and the community and as a resource to the Board with regard to programming, community relations, public relations and related areas.

7A.2 No Management Responsibility. The Advisory Council and its individual members shall have no responsibility or authority with respect to the government or management of the affairs of the Corporation. Members of the Advisory Council are not directors or officers of the Corporation and shall not have any authority, powers, responsibilities or fiduciary duties of directors or officers.

7A.3 Maximum Number of Members. There shall be no more than forty (40) members serving on the Advisory Council at any one time.

7A.4 Term of Office. Members appointed to the Advisory Council shall serve for a term of two (2) years. Members of the Advisory Council may serve unlimited consecutive terms; provided, however, that such members are duly reappointed by the Board of Directors at the end of their terms.

7A.5 Advisory Council Vacancies. Upon the expiration of the term of a member of the Advisory Council, or in the event a member of the Advisory Council becomes legally incapacitated, dies, resigns or is removed prior to the expiration of his or her term, a successor may, but is not required to, be appointed by the Board of Directors. Such successor shall serve on the Advisory Council for the remaining term of the departed Advisory Council member or for a new two (2) year term, as the Board of Directors determines.

7A.6 Removal of Advisory Council Member. The Board of Directors may, by the affirmative vote of three-fourths (3/4) of a quorum (as defined in Section 4.6 herein) remove a member of the Advisory Council if the Board determines, in its discretion, that it is in the best interests of the Corporation that said member be removed. A successor member of the Advisory Council may, but is not required to, be appointed by the Board of Directors.

7A.7 Advisory Council Chair. A Chair of the Advisory Council shall be appointed, from time to time, by the Board of Directors, and shall serve such term as the Board of Directors determines.

7A.8 Compensation. No member of the Advisory Council shall receive, directly or indirectly, any salary, compensation or emolument therefrom as such a member. However, nothing contained herein shall be construed to prevent any member of the Advisory Council from serving the Corporation in any other capacity and receiving reasonable compensation, as determined by a majority of all directors, for services rendered in furtherance of the purposes and functions of the Corporation.

7A.9 Indemnification. Members of the Advisory Council shall be included within those persons entitled to indemnification under Section 10.1 of these Bylaws.

The above Amendments to the Corporation's Bylaws shall be effective immediately upon their adoption by the Corporation's Board of Directors.

Details

x

ROCKETOWN OF MIDDLE TENNESSEE

601 FOURTH AVENUE SOUTH NASHVILLE TN 37210

Mr. KENNY ALONZO

(615) 843-4002

www.rocketown.com

Status: Active

CO Number: CO4189

Registration Date: 03/06/2001

Renewal Date: 12/31/2024

Purpose

Rocketown's mission is to create culturally relevant environments that Foster vital relationships between disenfranchised adolescents and Christian mentors in order to meet the social, spiritual, and physical Needs of the teens. Rocketown has visitors representing every social Demographic of the greater Nashville area and surrounding counties.

Financials (25)

Officers (18)

▼

Charity Events (1)

▼



Secretary of State Tre Hargett

Tre Hargett was elected by the Tennessee General Assembly to serve as Tennessee's 37th secretary of state in 2009 and re-elected in 2013, 2017, and 2021. Secretary Hargett is the chief executive officer of the Department of State with oversight of more than 300 employees. He also serves on 16 boards and commissions, on two of which he is the presiding member. The services and oversight found in the Secretary of State's office reach every department and agency in state government.



Details



ROCKETOWN OF MIDDLE TENNESSEE

601 FOURTH AVENUE SOUTH NASHVILLE TN 37210

Mr. KENNY ALONZO

(615) 843-4002

www.rocketown.com

Status: Active

CO Number: CO4189

Registration Date: 03/06/2001

Renewal Date: 12/31/2024

Purpose

Rocketown's mission is to create culturally relevant environments that Foster vital relationships between disenfranchised adolescents and Christian mentors in order to meet the social, spiritual, and physical Needs of the teens. Rocketown has visitors representing every social Demographic of the greater Nashville area and surrounding counties.

Financials (25)

Officers (18)



Charity Events (1)



[Tennessee Code Unannotated](#)

[State Comptroller](#)

[State Treasurer](#)

[Title VI Information](#)

[Public Records Policy and Records Request Form](#)



© 2021 Tennessee Secretary of State | [Web and Social Media Policies](#)

Rocketown of Middle Tennessee, Inc.

Financial Statements
For the Years Ended June 30, 2023 and 2022

Rocketown of Middle Tennessee, Inc.
Financial Statements
For the Years Ended June 30, 2023 and 2022

Contents

Independent Auditor's Report	1
Financial Statements	
Statements of Financial Position	3
Statements of Activities	4
Statements of Functional Expenses	6
Statements of Cash Flows	8
Notes to Financial Statements	9 - 15



Independent Auditor's Report

Board of Directors
Rockettown of Middle Tennessee, Inc.

Opinion

We have audited the financial statements of Rockettown of Middle Tennessee, Inc. (the Organization), which comprise the statements of financial position as of June 30, 2023 and 2022, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Organization as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

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

Blankenship CPA Group, PLLC

Blankenship CPA Group, PLLC
Brentwood, Tennessee
March 15, 2024

Rocketown of Middle Tennessee, Inc.
Statements of Financial Position
June 30, 2023 and 2022

	2023	2022
Assets		
Cash	\$ 209,517	\$ 683,382
Accounts receivable	8,230	6,401
Other assets	51,886	81,444
Cash, designated for long-term purposes	2,762,000	3,046,000
Beneficial interest in amounts held by others	4,577	4,648
Property available for sale	4,725,293	5,383,541
Fixed assets, net	5,638,415	5,189,243
Endowment fund	<u>25,388</u>	<u>21,443</u>
Total assets	\$ 13,425,306	\$ 14,416,102
Liabilities and Net Assets		
Liabilities		
Accounts payable	\$ 96,977	\$ 128,642
Accrued expenses	44,463	57,881
Deferred revenues	73,115	76,207
Note payable	<u>4,037,500</u>	<u>4,037,500</u>
Total liabilities	4,252,055	4,300,230
Net assets		
Without donor restrictions	9,147,863	10,094,429
With donor restrictions	<u>25,388</u>	<u>21,443</u>
Total net assets	<u>9,173,251</u>	<u>10,115,872</u>
Total liabilities and net assets	\$ 13,425,306	\$ 14,416,102

Rocketown of Middle Tennessee, Inc.
Statement of Activities
For the Year Ended June 30, 2023

	Without donor restrictions	With donor restrictions	Total
Support and Revenues			
Contributions of cash and other financial assets			
Special events, net	\$ 487,547	\$ -	\$ 487,547
Individuals, churches, corporate	236,212	1,173	237,385
Foundation contributions and grants	212,740	-	212,740
Contributions of nonfinancial assets	69,212	-	69,212
Employee retention credits	82,207	-	82,207
Revenues			
Facility rentals and parking	701,320	-	701,320
Product sales	202,469	-	202,469
Membership dues, cover charges, session fees, and lessons	164,481	-	164,481
Investment income (loss)	-	2,772	2,772
Interest income	24,934	-	24,934
Net assets released from restriction	-	-	-
Total support and revenues	<u>2,181,122</u>	<u>3,945</u>	<u>2,185,067</u>
Expenses			
Program services	1,457,631	-	1,457,631
Supporting services			
Management and general	1,375,316	-	1,375,316
Fundraising	<u>294,741</u>	<u>-</u>	<u>294,741</u>
Total expenses	<u>3,127,688</u>	<u>-</u>	<u>3,127,688</u>
Change in net assets	(946,566)	3,945	(942,621)
Net assets, beginning of year	<u>10,094,429</u>	<u>21,443</u>	<u>10,115,872</u>
Net assets, end of year	<u>\$ 9,147,863</u>	<u>\$ 25,388</u>	<u>\$ 9,173,251</u>

Rocketown of Middle Tennessee, Inc.
Statement of Activities
For the Year Ended June 30, 2022

	Without donor restrictions	With donor restrictions	Total
Support and Revenues			
Contributions of cash and other financial assets			
Special events, net	\$ 387,961	\$ -	\$ 387,961
Individuals, churches, corporate	298,051	-	298,051
Foundation contributions and grants	425,841	-	425,841
Contributions of nonfinancial assets	47,375	-	47,375
Revenues			
Facility rentals and parking	928,985	-	928,985
Product sales	350,652	-	350,652
Membership dues, cover charges, session fees, and lessons	48,850	-	48,850
Investment income	-	(4,464)	(4,464)
Interest income	1,033	-	1,033
Net assets released from restriction	19,477	(19,477)	-
Total support and revenues	<u>2,508,225</u>	<u>(23,941)</u>	<u>2,484,284</u>
Expenses			
Program services	1,411,191	-	1,411,191
Supporting services			
Management and general	729,443	-	729,443
Fundraising	262,866	-	262,866
Total expenses	<u>2,403,500</u>	<u>-</u>	<u>2,403,500</u>
Change in net assets	104,725	(23,941)	80,784
Net assets, beginning of year	<u>9,989,704</u>	<u>45,384</u>	<u>10,035,088</u>
Net assets, end of year	<u>\$ 10,094,429</u>	<u>\$ 21,443</u>	<u>\$ 10,115,872</u>

Rocketown of Middle Tennessee, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2023

	Program services	Supporting services		Total
		Management and general	Fundraising	
Salaries and wages	\$ 466,309	\$ 289,721	\$ 166,838	\$ 922,868
Employee benefits	28,685	93,994	5,518	128,197
Payroll taxes	29,405	27,335	11,255	67,995
Contract labor	77,701	5,011	500	83,212
Security	109,805	601	200	110,606
Total personnel	<u>711,905</u>	<u>416,662</u>	<u>184,311</u>	<u>1,312,878</u>
Cost of goods sold	144,559	4,622	157	149,338
Depreciation	187,454	8,150	8,150	203,754
Design, photography, printing	596	1,184	5,680	7,460
Dues and subscriptions	1,388	29,677	1,510	32,575
Food and entertainment	83,286	11,359	1,541	96,186
Interest	-	118,304	-	118,304
Insurance	64,785	2,817	2,817	70,419
IT management	-	24,000	-	24,000
Legal and professional	321	545,870	3,655	549,846
Postage and freight	-	744	2,963	3,707
Repairs and maintenance	92,221	4,010	4,010	100,241
Special events	-	-	61,042	61,042
Supplies	47,292	20,956	1,879	70,127
Taxes and licenses	11,783	152,575	-	164,358
Cell phone and internet	2,550	21,763	900	25,213
Travel	3,425	3,650	1,891	8,966
Utilities	88,461	3,846	3,846	96,153
Bank fees	13,170	632	5,184	18,986
Miscellaneous	4,435	4,495	5,205	14,135
	<u>\$ 1,457,631</u>	<u>\$ 1,375,316</u>	<u>\$ 294,741</u>	<u>\$ 3,127,688</u>

Rocketown of Middle Tennessee, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2022

	Program services	Supporting services		Total
		Management and general	Fundraising	
Salaries and wages	\$ 420,070	\$ 261,431	\$ 148,644	\$ 830,145
Employee benefits	35,693	43,658	8,203	87,554
Payroll taxes	30,941	21,327	11,211	63,479
Contract labor	25,770	2,046	-	27,816
Security	75,378	-	-	75,378
Total personnel	587,852	328,462	168,058	1,084,372
Cost of goods sold	181,858	-	-	181,858
Contributions	16,117	-	-	16,117
Depreciation	216,191	9,400	9,400	234,991
Design, photography, printing	650	-	4,574	5,224
Dues and subscriptions	2,152	18,679	3,942	24,773
Food and entertainment	41,943	6,225	1,448	49,616
Interest	-	108,257	-	108,257
Insurance	64,354	2,798	2,798	69,950
IT management	-	22,000	-	22,000
Legal and professional	732	67,705	7,574	76,011
Postage and freight	40	806	2,037	2,883
Repairs and maintenance	85,159	3,703	3,703	92,565
Special events	-	-	42,938	42,938
Supplies	79,259	11,658	2,944	93,861
Taxes and licenses	30,967	106,780	-	137,747
Cell phone and internet	1,965	24,428	795	27,188
Travel	2,470	11,544	2,654	16,668
Utilities	73,456	3,194	3,194	79,844
Bank fees	21,215	1,836	4,375	27,426
Miscellaneous	4,811	1,968	2,432	9,211
	\$ 1,411,191	\$ 729,443	\$ 262,866	\$ 2,403,500

Rocketown of Middle Tennessee, Inc.
Statements of Cash Flows
For the Years Ended June 30, 2023 and 2022

	2023	2022
Cash, beginning of year	\$ 3,729,382	\$ 4,379,354
Cash flows from operating activities		
Change in net assets	(942,621)	80,784
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	203,754	234,991
Realized and unrealized gain on investments, net	(2,772)	4,464
Change in beneficial interest in amounts held by others	71	669
Net investments in property available for sale	545,766	-
Forgiveness of PPP loan	-	(296,424)
Change in:		
Accounts receivable	(1,829)	133,276
Other assets	29,558	7,594
Property available for sale	76,259	-
Accounts payable	(31,665)	77,321
Accrued expenses	(13,418)	13,607
Deferred revenues	(3,092)	(3,032)
Net cash provided (used) by operating activities	<u>(139,989)</u>	<u>253,250</u>
Cash flows from investing activities		
Payments for the purchase of fixed assets	(70,937)	(4,940,722)
Net investments in property available for sale	(545,766)	-
Purchase of endowment fund investments	(1,173)	-
Net cash provided (used) by investing activities	<u>(617,876)</u>	<u>(4,940,722)</u>
Cash flows from financing activities		
Borrowings on note payable	-	4,037,500
Net change in cash	<u>(757,865)</u>	<u>(649,972)</u>
Cash, end of year	\$ <u>2,971,517</u>	\$ <u>3,729,382</u>
Reconciliation of cash to statements of financial position		
Cash	\$ 209,517	\$ 683,382
Cash, designated for long-term purposes	<u>2,762,000</u>	<u>3,046,000</u>
	\$ <u>2,971,517</u>	\$ <u>3,729,382</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 118,304	\$ 108,257

Rocketown of Middle Tennessee, Inc.
Notes to Financial Statements
For the Years Ended June 30, 2023 and 2022

Note 1. Nature of Organization and Significant Accounting Policies

Nature of Organization

Rocketown of Middle Tennessee (the Organization) was founded in 1994 as a Tennessee not-for-profit corporation. The Organization's mission is to offer hope to the next generation through Christ's love. Rocketown's vision is to be the place of peace, purpose, and possibilities for youth.

The Organization offers creative, spiritual, educational, social, and job preparedness programs and support. A skate park, concert, and event venue are operated at 601 Fourth Avenue South, Nashville, Tennessee. This facility includes a 9,000 square foot indoor skateboarding park; a large state-of-the-art music venue/performance space; another small venue; the coffee bar, a full-service coffee shop; a dance studio that can be used as a multi-purpose room; a recording studio; and four classroom spaces for after-school and summer camp programming.

Basis of Accounting

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

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP), which requires the Organization to report information regarding its financial position and activities according to the following net asset classifications:

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

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

Designated Cash

Designated cash includes amounts designated by the Board of Directors for use in renovation of the properties, paydown of deb, or purchases of equipment. (see notes 4 and 6).

Inventories

Inventories consist principally of skate park store products and are reported at lower-of-cost (first-in, first-out method) or net realizable value. Inventories at June 30, 2023 and 2022 totaled \$46,472 and \$51,532, respectively and are included in other assets on the statements of financial position.

Fixed Assets

Land, building, equipment, and furniture purchases in excess of \$1,000 are capitalized and stated at acquisition cost or at estimated fair value at the time of the gift, if donated. Depreciation of fixed assets, other than land, is calculated by the straight-line method over estimated useful lives ranging from 3 to 10 years for equipment and furniture and 5 to 40 years for buildings and improvements.

Rocketown of Middle Tennessee, Inc.
Notes to Financial Statements
For the Years Ended June 30, 2023 and 2022

Note 1. Nature of Organization and Significant Accounting Policies

Revenue Recognition and Deferred Revenues

Facility rental revenues are recognized in the period in which the facility is utilized. Facility receipts received in advance are recorded as deferred revenues and recognized as revenue in the month in which it is earned. Revenues from product sales, dues, cover charges, session fees, and lessons are substantially recognized when the products are sold and/or the services are provided.

Contributions of Cash and Other Financial Assets

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor-restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributions of Nonfinancial Assets

Various volunteers donate many hours to the Organization's program services and fundraising campaigns. These contributed services are reflected in the financial statements only when the services require specialized skills. Supplies and other assets received as donations are recorded and reflected in the accompanying financial statements at their estimated fair values at the date of the receipt.

Income Taxes

The Organization is a not-for-profit corporation exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC) and classified by the Internal Revenue Service as other than a private foundation. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income.

Program and Supporting Services

The following program and supporting services are included in the Organization financial statements:

Program services – includes the direct cost of operating the Organization's indoor skate park, music venue, and coffee bar. Additionally, program services include numerous enrichment programs offered to teenagers visiting the facility, including skateboarding lessons, songwriting, video editing, graffiti art, and dance.

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

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

Rocketown of Middle Tennessee, Inc.
Notes to Financial Statements
For the Years Ended June 30, 2023 and 2022

Note 1. Nature of Organization and Significant Accounting Policies

Allocation of Functional Expenses

The costs of providing program and supporting services have been summarized on a functional basis in the statements of activities. Some cost have been charged using specific identification. Accordingly, certain costs have been allocated among program services and supporting services. Such allocations are determined by management on an equitable basis.

The expenses that are allocated include the following:

	Method of allocation
Personnel	Time and effort
Depreciation	Square footage
Repairs and maintenance	Square footage
Utilities	Square footage

Note 2. Liquidity and Availability

The Organization's primary sources of support are revenues generated through facility rentals, special events, and contributions. The Organization has a policy to manage its liquidity and reserves following three guiding principles: operating within a prudent range of financial stability, maintaining adequate liquidity to fund near-term operations, and maintaining sufficient reserves to provide reasonable assurance that long-term obligations will be discharged. The following table reflects the Organization's financial assets, reduced by amounts not available for general expenditures within one year:

	2023	2022
Financial assets		
Cash	\$ 2,971,517	\$ 3,729,382
Accounts receivable	8,230	6,401
Beneficial interest in amounts held by others	4,577	4,648
Endowment fund	<u>25,388</u>	<u>21,443</u>
Total financial assets at year-end	3,009,712	3,761,874
Less amounts not available to be used within one year		
Cash, designated for long-term purposes	(2,762,000)	(3,046,000)
Beneficial interest in amounts held by others	(4,577)	(4,648)
Endowment fund	<u>(25,388)</u>	<u>(21,443)</u>
Financial assets available to meet cash needs for general expenditures within one year	\$ 217,747	\$ 689,783

As part of its liquidity plan, the Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. The Organization receives year-round donations from individuals and makes appeals at strategic times of the year for specific projects. Cash flow is tracked through regular budget to actual comparisons which are monitored by management and the Board of Directors.

Rocketown of Middle Tennessee, Inc.
Notes to Financial Statements
For the Years Ended June 30, 2023 and 2022

Note 3. Beneficial Interest in Amounts Held by Others

Amounts reported in the statements of financial position as beneficial interest in amounts held by others represent the cumulative transfer of funds, as well as earnings thereon, to the Firm Foundation of Middle Tennessee (the Foundation), which is a component fund of the National Christian Charitable Foundation, Inc. These amounts totaled \$4,577 and \$4,648 at June 30, 2023 and 2022, respectively. The Foundation holds and invests the funds on behalf of the Organization. The Foundation has variance power over the funds if the Organization fails to comply with the requirements for distribution. The funds are distributable upon request by the Organization and approval of the Foundation. Distributions will be approved if the Organization continues to operate as a 501(c)(3) and a religious organization. Management does not expect the Organization to fail to comply with the requirements for distribution.

Note 4. Fixed Assets and Property Held For Sale

Fixed assets consist of the following:

	2023	2022
Land	\$ 2,367,032	\$ 1,330,000
Buildings and improvements	4,730,770	3,788,168
Machinery and equipment	273,529	243,477
Furniture and fixtures	34,471	34,471
Renovations in process	-	78,899
Less: accumulated depreciation	<u>(1,767,387)</u>	<u>(285,772)</u>
Fixed assets, net	\$ 5,638,415	\$ 5,189,243

On August 3, 2021, the Organization closed on the purchase of property in Antioch, Tennessee for a total of \$4,750,000. It was anticipated that this property will become the new ministry center of the Organization once renovations were completed. During the period from August 2021 to March 2022, the inherited tenants continued to rent this retail space resulting in rental income of approximately \$353,000 which is included on the statements of activities as facility rentals and parking. At the end of March 2022, depreciation ceased on the property as the Organization began planning renovations and was no longer holding out the building for rent. As of June 30, 2022, a total of \$78,899 had been spent on planning and design for this new facility.

As of June 30, 2022, the Nashville ministry center was classified as being available for sale at a net book value of \$5,383,541. Depreciation continued on the Nashville ministry center since it was still being actively used by the Organization.

As of June 30, 2023, a strategic decision was made to offer up the Antioch property for rent or sale. Accordingly, the Antioch property is now reported as being available for sale at a net book value of \$4,725,293. The Nashville ministry center was then reclassified back to fixed assets as the intent is to remain at the Nashville location. During 2023, the Organization reported \$131,854 for the final rental income on the Antioch property and incurred \$677,621 of costs related to the maintaining the property and investigating the feasibility of development. These costs have been expensed in 2023 since the decision was made not to develop the property. On February 6, 2024, the Organization entered a contract to sell the property and the potential buyer is now performing their due diligence. A closing date is tentatively set for May 9, 2024.

Rocketown of Middle Tennessee, Inc.
Notes to Financial Statements
For the Years Ended June 30, 2023 and 2022

Note 5. Endowment Fund

The Organization has received a donation to establish a permanent endowment fund to provide funds to help support the Organization's various youth programs. Terms of the donation require the funds to be segregated from other Organization funds. Gifts made to the donor-restricted endowment are reported as net assets with donor restrictions.

	2023	2022
Endowment net assets, beginning of year	\$ 21,443	\$ 25,907
Contributions	1,173	-
Interest and dividends	497	597
Unrealized gains (losses)	2,496	(4,803)
Amounts appropriated for expenditures	(221)	(258)
Endowments net assets, end of year	\$ 25,388	\$ 21,443

Note 6. Note Payable

In conjunction with the purchase of the Antioch property (note 4), the Organization entered into a note payable in the amount of \$4,037,500. The terms of the note include interest only payments at a fixed interest rate of 2.89% until maturity on August 3, 2024.

Note 7. PPP Loan

On April 4, 2020, the Organization received a loan in the amount of \$155,600 in accordance with the PPP section of the CARES Act. A second draw was made on January 29, 2021 for \$140,824. The Organization elected to treat the PPP loan as debt in the financial statements. On July 26, 2021 and November 24, 2022, respectively, the Organization was notified that both draws on the loan had been forgiven by the Small Business Administration.

Note 8. Fair Value Measurements

The Organization has adopted the provisions of the *Fair Value Measurement Topic* of the Financial Accounting Standards Board Accounting Standard Codification, which establishes a framework for measuring fair value. The framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 – Inputs to the valuation methodology include the following:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability;
- inputs derived principally from or corroborated by observable market data by correlation or other means.

Rocketown of Middle Tennessee, Inc.
Notes to Financial Statements
For the Years Ended June 30, 2023 and 2022

Note 8. Fair Value Measurements

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of significant input to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. There have been no changes in the methodologies used as of June 30, 2023 and 2022.

A description of the valuation methodologies used for assets measured at fair value is as follows:

Exchange traded funds (ETFs) are valued at the closing price reported on the active market on which the individual securities are traded.

Investments and their fair value measurement consist of the following as of June 30, 2023:

	Level 1	Level 2	Level 3	Total
Cash equivalents	\$ 647	\$ -	\$ -	\$ 647
Equity ETFs	21,801	-	-	21,801
Fixed income ETFs	<u>2,940</u>	<u>-</u>	<u>-</u>	<u>2,940</u>
Total investments	\$ 25,388	\$ -	\$ -	\$ 25,388

Investments and their fair value measurement consist of the following as of June 30, 2022:

	Level 1	Level 2	Level 3	Total
Cash equivalents	\$ 297	\$ -	\$ -	\$ 297
Equity ETFs	18,684	-	-	18,684
Fixed income ETFs	<u>2,462</u>	<u>-</u>	<u>-</u>	<u>2,462</u>
Total investments	\$ 21,443	\$ -	\$ -	\$ 21,443

Note 9. Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes as of June 30:

	2023	2022
Endowment funds		
Original gifts and required retained earnings		
Youth programs	\$ 15,000	\$ 15,000
Accumulated income	<u>10,388</u>	<u>6,443</u>
Net assets with donor restrictions	\$ 25,388	\$ 21,443

Rocketown of Middle Tennessee, Inc.
Notes to Financial Statements
For the Years Ended June 30, 2023 and 2022

Note 10. Contributions of Nonfinancial Assets

Contributions of nonfinancial assets totaled \$69,212 and \$47,375 for the years ended June 30, 2023 and 2022, respectively. The contributions have been included in revenues and expenses without donor restrictions in the financial statements. The contributions consisted of food and supplies donated for the Organization's program services and are valued based on the estimated purchase price of comparable items.

Note 11. Special Events

Special events expenses reported on the statements of activities consisted of the following:

	2023	2022
Gross special events expense	\$ 542,125	\$ 442,601
Direct benefits to donors	(54,578)	(54,640)
Special events, net	\$ 487,547	\$ 387,961

Note 12. Employee Benefit Plan

The Organization sponsors a qualified defined contribution plan under Section 401(k) of the IRC in which substantially all employees of the Organization qualify after they have completed one year of service. The plan allows participants to contribute a percentage of their gross pay up to the amount allowable by the IRC. The Organization recognized \$35,672 and \$24,075 as expense under this plan during the years ended June 30, 2023 and 2022, respectively. These amounts were included in the statements of functional expenses as employee benefits.

Note 13. Concentrations

The Organization had bank deposits in a financial institution that were approximately \$2,738,000 and \$3,490,000 in excess of the \$250,000 insured by the Federal Deposit Insurance Corporation at June 30, 2023 and 2022, respectively.

Note 14. Subsequent Events

Management has evaluated subsequent events through March 15, 2024, the date on which the financial statements were available to be issued.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC Creekside Crossing 8 Cadillac Dr Ste 200 Brentwood TN 37027	CONTACT NAME: PHONE (A/C, No, Ext): 615-244-8484 FAX (A/C, No): 615-377-5101 E-MAIL ADDRESS: _____ _____														
License#: BR-724491 ROCKOFM-01	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td style="text-align: center;">10677</td> </tr> <tr> <td>INSURER B: Accident Fund General Insurance Co</td> <td style="text-align: center;">12304</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: Accident Fund General Insurance Co	12304	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Cincinnati Insurance Company	10677														
INSURER B: Accident Fund General Insurance Co	12304														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Rocketown of Middle Tennessee PO Box 331129 Nashville TN 37203															

COVERAGES CERTIFICATE NUMBER: 1234774223 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			ETN0342529	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ETA 0342529	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ETN0342529	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		DAP99000418301	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Hannah Haynes</i>
--	--

Grant contract between the Metropolitan Government of Nashville and Davidson County and You Have the Power...Know How to Use it, Inc. Contract # _____ January 15, 2025

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
YOU HAVE THE POWER...KNOW HOW TO USE IT, INC.**

This Grant Contract issued and entered into pursuant to Resolution RS2025-_____ by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and You Have the Power...Know How to Use it, Inc., ("Recipient"), is for the provision of the South Nashville Community Safety program, as further defined in the "SCOPE OF PROGRAM". Attachments A through H are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. The Recipient will assist the Metro Public Health Department in implementing a program focusing on the Violence Interruption Programs, Engaging & Supporting Youth and Strengthening Anti-Violence Social norms and Peer Relationships.

The Recipient will use the funds to pay a portion of the project manager and training coordinator salaries as well as:

- Target populations of youth aged 12-18 and living in disadvantaged communities and public housing within Davidson County
- Provide two (2) Train the Trainer workshops to 30 professionals using Youth Impact Curriculum, serving the Antioch target population, using two evidence-informed curricula. The workshops will equip participants with the knowledge and skills needed to implement the curricula effectively.
- Provide two (2) Evidence-Informed Curricula (Youth Impact Curriculum and Victim's Impact curriculum) to adults to implement with youth in the Antioch target population.
- Recipient will provide one (1) refresher training and debriefing for Communities in Schools TN coordinator at Apollo Middle School to implement for at least twenty-five (25) coordinators.

A.2. The Recipient must spend funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment A. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro according to a mutually acceptable process and schedule, and when needed, upon request. These data shall include:

- Number of residents served.
- Frequency of services provided.
- Sign in sheets with dates and times of services or meetings.
- Monthly program progress reports
- Number of people receiving Train the Trainer workshops
- Number of 12 through 18-year-olds serve in the Antioch community.
- Number of participants in the community education workshops.
- Other data as requested.

A.3. The Recipient will only utilize these funds for services the Recipient provides to residents and/or visitors in Davidson County. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

Grant contract between the Metropolitan Government of Nashville and Davidson County and You Have the Power...Know How to Use it, Inc. Contract # _____ January 15, 2025

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed Twenty-Five Thousand dollars (\$25,000). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1. For each invoice submitted, the Recipient shall certify that the funds were utilized for necessary expenditures related to the completion of the work, as described in Section A of this Grant Contract.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.

Recipient must send all invoices to Anidolee.Melville-Chester@nashville.gov.

Final invoices for the contract period should be received within thirty (30) days after the end of the contract. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

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

C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed. Any unallowable cost discovered after payment of the final invoice shall be returned by the Recipient to Metro within fifteen (15) days of notice.

Grant contract between the Metropolitan Government of Nashville and Davidson County and You Have the Power...Know How to Use it, Inc. Contract # _____ January 15, 2025

- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.
- a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.
- D.5. **Termination - Funding.** The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

Grant contract between the Metropolitan Government of Nashville and Davidson County and You Have the Power...Know How to Use it, Inc. Contract # _____ January 15, 2025

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual and in accordance with 2 CFR 200 Uniform Guidance. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit a Final Program Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

Grant contract between the Metropolitan Government of Nashville and Davidson County and You Have the Power...Know How to Use it, Inc. Contract # _____ January 15, 2025

principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.16. Indemnification and Hold Harmless.

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

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

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

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

D.17. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.18. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

D.19. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.20. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

D.21. 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.22. Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

Grant contract between the Metropolitan Government of Nashville and Davidson County and You Have the Power...Know How to Use it, Inc. Contract # _____ January 15, 2025

D.23. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.24. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

D.25. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

D.26. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.27. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by email transmission, or by first class mail, addressed to the respective party at the appropriate email or physical address as set forth below or to such other party, email, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Holly.rice@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-8900

For inquiries regarding invoices:
Nancy.uribe@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-5634

Grant contract between the Metropolitan Government of Nashville and Davidson County and You Have the Power...Know How to Use it, Inc. Contract # _____ January 15, 2025

Recipient

You Have the Power... Know How to Use it, Inc.
Executive Director
PO Box 40007
Nashville, TN 37204

D.28. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.29. Certification Regarding Debarment and Convictions.

- a) Recipient certifies that Recipient, and its current and future principals:
 - 1) are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program.
 - 2) have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant.
 - 3) have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - 4) are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.29(a)(2) and D.29(a)(3) of this certification.
- b) Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.29(a).

D.30. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and

Grant contract between the Metropolitan Government of Nashville and Davidson County and You Have the Power...Know How to Use it, Inc. Contract # _____ January 15, 2025

has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

- D.31. **Health Insurance Portability and Accountability Act.** Metro and Recipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its accompanying regulations.
- a. Recipient warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.
 - b. Recipient warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.
 - c. Recipient agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and Recipient in compliance with HIPAA. This provision shall not apply if information received by the Recipient from Metro under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Recipient and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

Grant contract between the Metropolitan Government of Nashville and Davidson County and You Have the Power...Know How to Use it, Inc. Contract # _____ January 15, 2025

RECIPIENT: You Have the Power...Know How to Use it, Inc.

By:

Cathleen Dunley

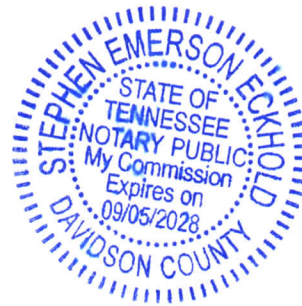
Sworn to and subscribed to before me, a Notary Public this 12th day of February, 2025, by Cathleen Dunley, the CEO of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public:

Stephen E. Eckhold

My Commission Expires:

9-5-2028



Grant contract between the Metropolitan Government of Nashville and Davidson County and You Have the Power...Know How to Use it, Inc. Contract # _____ January 15, 2025

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by: Sanmi Anola 2/26/2025
00722956D81A4B1...
Director, Metro Public Health Department Date

Signed by: Tené Hamilton Franklin 3/6/2025
BEBF0DDF14D14B0...
Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by: Jennifer Reed/mjw Initial DS 3/7/2025
62377A2A8742460... DH AP
Director, Department of Finance Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by: Balogun Cobb 3/8/2025
08804BF12FD741C...
Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth 3/17/2025
Metropolitan Attorney Date

FILED:

Metropolitan Clerk Date

**Grant contract between the Metropolitan Government of Nashville and Davidson County and You
Have the Power...Know How to Use it, Inc. Contract # _____ January 15, 2025**

Table of Contents of Attachments:

- A. Grant Spending Plan
- B. Application
- C. *Certificate of Assurance*
- D. Non-Profit Grants Manual Receipt Acknowledgement
- E. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Letter
- F. Non-Profit Charter and Tennessee Secretary of State Non-Profit Confirmation
- G. Independent Audit completed by Certified Public Accountant
- H. Certificate of Insurance

ATTACHMENT A
GRANT BUDGET
 (BUDGET PAGE 1)

YOU HAVE THE POWER...KNOW HOW TO USE IT, INC.				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the grant period.				
Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$ 12,930.00	\$0.00	\$12,930.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$10,000.00	\$0.00	\$10,000.00
5	Supplies	\$1,570.00	\$0.00	\$1,570.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$500.00	\$0.00	\$500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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% of S&B)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$25,000.00	\$0.00	\$25,000.00

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: <https://www.tn.gov/assets/entities/finance/attachments/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.

ATTACHMENT A (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 2)

SALARIES						AMOUNT
Name	Title	Salary & Benefits/Hour	x	Hours	+	
Cathy Gurley	CEO	\$ 61.88	x	105	+	\$ 6,497.40
Darlene Williams	Dir of Operations	\$ 35.21	x	105	+	\$ 3,697.05
Grace Kummerfeldt	Agency Communications Coordinator	\$ 26.03	x	105	+	\$ 2,733.15
ROUNDED TOTAL						\$ 12,927.60

PROFESSIONAL FEE/ GRANT & AWARD						AMOUNT
Sharon Travis	Project Manager/Training Consultant	\$50/hr	x	100	+	\$ 5,000.00
Ashley Broadnax / Crowns Up	Training Coordinator/Curriculum Development Consultant	\$50/hr	x	100	+	\$ 5,000.00
ROUNDED TOTAL						\$ 10,000.00

TRAVEL/ CONFERENCES & MEETINGS						AMOUNT
Travel						\$ 500.00
ROUNDED TOTAL						\$ 500.00

SUPPLIES						AMOUNT
Printing, Training Supplies						\$ 1,570.00
ROUNDED TOTAL						\$ 1,570.00

Complete this Cover Sheet and sign where indicated. Attach it to the Program Narrative, Spending Plan, and Spending Plan Narrative. Email the entire Application Packet to both Detra.major@nashville.gov and Dianne.harden@nashville.gov by 4:29 pm on September 13, 2024.

FY25 COMMUNITY SAFETY FUND APPLICATION COVER SHEET (Application Part A)

CIRCLE THE ONE CATEGORY OF FUNDING THAT YOU ARE APPLYING FOR:

Literacy: _____	Domestic Violence: _____	Community Service: _____	After School Programs: _____	Community Violence Prevention <u>XX</u> Group
Restorative Justice _____	Workshops/Seminars _____	After School Program _____	Violence _____	Outreach and Education _____

WILL THE PROPOSED PROGRAM BE: (Choose One)

A New Program: _____ An Existing Program: XX An Expansion of Existing Program: _____

APPLICANT INFORMATION

Legal name of Applicant (Agency): You Have The Power Know How to Use It, Inc.

Contact Person Name: Cathy Gurley	Title: CEO
Contact Person Phone: 615-292-7027	Email Address: Cathy.gurley@yhnp.org
Agency CEO Name: Cathy Gurley	Title: CEO
Agency CEO Phone: 615-292-7027	Email Address: Cathy.gurley@yhnp.org

AGENCY'S MAIN OFFICE

Complete Address: PO Box 40007, Nashville TN 37204
 Phone: 615-292-7027 Fax: _____ Website: <https://yhnp.org>

FINANCIAL INFORMATION

Agency's most recent FY Actual Revenues ▶ *(See Note Below)	\$234,809	Amount of current FY25 CSF grant or direct appropriation (if applicable):	
Total FY25 CSF Request ▶ <small>(provide in increments of \$100)</small>	\$25,000	Agency's fiscal year start Date: Month/Day	January 1
This amount should not exceed 20% of most recent actual revenues. Requests over 20% will render application ineligible ▶	10%		(Leave Blank)

For the current fiscal year, list funds received from Metro Nashville Government, including funds received from any department or Metro Council Appropriation (attach additional pages if necessary):

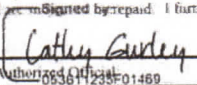
Source: Community Safety Fund	Amount: \$	25,000
Source:	Amount: \$	
Source:	Amount: \$	

Does the applicant have a certified audit performed each year? Yes XXXX No

Applicants are required to submit an electronic copy of 1.) the most recent agency audit and 2.) a copy of agency's current registration status with the Secretary of State, Division of Charitable Solicitations and Gaming to fred.adom@nashville.gov. (See page 10 of CEF Handbook for details.) IN THIS FILE CURRENT PROCESS

SIGNATURES

I certify under the penalty of law that the information in this application (including, without limitation, the "Certifications and Assurances") is accurate to the best of my knowledge. I am aware that my agency will not be eligible for funding if investigation at any time shows falsification. If falsification is shown after funding has been approved, any allocations already received and expended are signed by repaid. I further certify that I am authorized to sign this application for the applying agency.

Signature of 	Date	9/11/2024
--	------	-----------

* Per most recent agency audit. Revenues stated above must not include in-kind contributions.

You Have the Power... Know How to Use It, Inc. (YHTP)

FY25 COMMUNITY SAFETY FUND PROGRAM NARRATIVE App. Part 5 of 5(85 points Total)

Type your answer to each question only in the shaded block below. The shaded block will expand (up to the number of keystrokes indicated) as you respond to each item. In your responses, focus on the target population and problem identified in the Service Description for the Service Category for which you are applying.

Citations: Please do not use footnotes. Source citations may be expressed within parentheses within the body of the narrative.

Charts: The formatting allows only straight narrative, and information may not be entered in a chart format.
Suggestion: Compose your answers in a "word" document so you can spell check and count keystrokes, then cut and paste into the application template.

Completed applications should be emailed to both Dianne Harden@nashville.gov and Detra.Major@nashville.gov at the application deadline of 4:29 p.m. on September 13, 2024. Applications received after 4:29 p.m. on September 13, 2024 will not be considered for perspective funding.

1.Executive Summary (0 Points). In 800 keystrokes or less summarize your application by answering the following questions:

- What target population will you serve?
- What services are you going to provide/deliver with this funding?
- How will the community benefit from these services?

The target populations are youth 12-18 and living in disadvantaged communities and public housing within Davidson County.

You Have the Power has two curricula: a Youth Impact Curriculum (YIC) for Middle and High School youth and a Victim Impact Curriculum for incarcerated adults. Our goal is to provide YIC training for school staff and technical support by hosting three train-the-trainer sessions with youth-serving staff and follow-up technical support for implementation, including but not limited to access to the curriculum and incentives.

Addressing and increasing access to services creates safe emotional and social learning and support, thus increasing community safety outcomes.

2.Capacity of the Applicant and Relevant Organizational Experience (10 points).

In 1000 keystrokes or less:

- Describe your Agency's mission.
- Length of time/history providing services to the population and the issue described in the selected Service Category.
- Briefly list and describe the backgrounds, roles and responsibilities of key management and program staff.
- Are there any special awards, recognitions or achievements for your program you would like to list?

You Have the Power was founded in 1995 by Tennessee's former First Lady, Andrea Conte. Our mission is to promote healthy practices for communities impacted by violent crime through information, advocacy, and understanding. Our primary goal is to facilitate healing through community collaboration and restorative practices, trauma awareness, and social justice issues through outreach and resource guides used in the community. Topics include personal safety, domestic violence, child sexual abuse, and sexual assault, among others. YHTP is recognized for our resource guides and educational materials.

Cathy Gurley, YHTP CEO, oversees and reviews curricula development and implementation

Darlene Williams, YHTP Director of Operations, budget and report management
Grace Kummerfeldt, YHTP Communications Coordinator, administrative and marketing support
Sharon Travis, Project manager and training consultant
Ashley Broadnax/Crowns Up, Training Coordinator, curriculum development consultant

3. Problem & Target Population (15 points).

In 1200 keystrokes or less, develop a business case for the proposed service.

Describe the characteristics of the target population including any relevant geographic indicators. Include any data sources for this information.

- Describe your experience in providing services to individuals who are directly or indirectly impacted by violence.
- Describe the target population's need as related to the Services Category, using clearly defined quantifiable measures.

Include any data sources for this information.

• Describe how you plan to document and present evidence of services provided to residents of Nashville/Davidson County (See Contract Template, Sections A.3 and A.4).

• For Community Service Applicants: describe how you will document that the program beneficiaries are economically needy.

Our Train the Trainer program targets community-based organizations and schools that serve youth who live in or around public housing. Targeting areas that have higher poverty rates, lower high school graduation rates, and a higher number of students that receive free lunch and/or attend schools that receive Title I school funding.

More than 20 years experience providing victim impact workshops for incarcerated individuals. Over 30 years of designing and delivering awareness materials and educational curricula. Design and disseminate resource guides for professionals outlining the basics and nuances for responding to various traumas, including but not limited to, interpersonal violence, sexual violence, bullying, and child abuse, as well as providing a list of community resources that can be accessed when trauma is experienced. YIC materials are used by various professionals throughout the state, including DCS, TBI, Shelby County Schools, and CACs.

Sign-in sheet for trainings; Facilitators will provide sign-in sheets for workshops with demographic info.

4. Service Gaps (15 points).

In 800 keystrokes or less:

- Describe what services are available to the target population from Metro Departments and/or local non-profit Agencies. How does your Agency currently coordinate with them?
- Describe the gap in services that your proposed program will address.

Our services are available to the public via our website, email, or phone. Resource guides are available in print and may also be downloaded via the website. We provide open-to-the-public forums, work closely with community partners, and participate in several coalitions, including, but not limited to, the Family Safety Center, The Village, and Street Works Fentanyl Awareness Coalition.

YHTP works with community partners to create seamless wrap-around connections for participants and provide another tool to address Adverse Childhood Experiences, increase awareness, knowledge, and skills building concerning trauma-informed social-emotional learning, build resilience, and increase access to resources.

5. Program Design (25 points).

In 4700 keystrokes or less:

- Describe how the program will respond to the priorities described in the Service Category definition.
- What is the unduplicated number of people intended to be served by this Metro grant?

- List up to three primary measurable outcomes for those being served. (Be specific, if awarded, these outcomes will be written into your contract Scope of Program.)
- Briefly describe what services and/or activities will be provided to the program's target population to achieve those outcomes.
- Describe a typical day.
- Describe the program's processes for collecting data and state the indicators that will be tracked to demonstrate that the outcomes have been achieved.

YHTP's program is designed to address the intersections of poverty, crime, ACEs, and PACEs, recognizing the needs of marginalized populations who may be experiencing high levels of toxic stress associated with four or more Adverse Childhood Experiences and acknowledging the positive childhood experiences can build and support individual and community resilience. The Brookings Institute, a Washington, D.C.-based research group, has published a study demonstrating, through empirical data, what many have long suspected: That extreme poverty leads to increased crime rates.

PACE's Connection reports. "The conditions that perpetuate poverty and the conditions that foster violence often intersect and reinforce each other. <https://www.pacesconnection.com/g/state-aces-action-group/blog/cycle-of-risk-the-intersection-of-poverty-violence-and-trauma-issuelab-org>

Metro Social Services Report of 2023 states: "The dilemma of poverty will not be resolved ... in isolation. Nashville's endemically high poverty rate persists despite record levels of economic growth. Failing to address the underlying factors results in an endless triage of systemic challenges." Growth alone does not reduce disparities."
<https://www.nashville.gov/sites/default/files/2024-04/Community-Needs-Evaluation-2023.pdf?ct=1713979977>

Children who have experienced several ACEs are carrying a heavy negative load, and to tip these children toward the positive, innovative states and communities have been able to design high-quality programs for children to prevent Adverse Childhood Experiences whenever possible and respond to them with strong, nurturing supports to meliorate their impact when they can't be prevented. These programs have solved problems in early childhood development and shown significant long-term improvement for children.
https://www.tn.gov/content/dam/tn/dcs/documents/health/aces/ACEs_Case_Attention_Action.pdf

YHTP will provide two (2) train-the-trainer sessions for at least 30 professionals using the Youth Impact Curriculum (YIC) tailored to their respective populations' needs. Training will include technical support, follow-up sessions, and access for all participants. YHTP targets organizations and schools serving youth from economically disadvantaged areas of Davidson County. In addition, YHTP will continue to partner with the Community in Schools TN school coordinator at Apollo MS to implement the program based on the pilot from last year's funding and provide one refresher training and debriefing of the Apollo staff to implement in more of the CISTN schools for at least 25 coordinators. Train the Trainer evaluations for both process and content, pre/post-tests from participants, and participant evaluations at the end of the sessions will help us measure and evaluate our outcomes.

The YIC helps participants learn about the impact of choices on families, communities, and society. It challenges the participant to focus on personal growth and the impact of trauma. This evidence-informed program consists of activities, worksheets, and journaling activities. It covers topics that include, but are not limited to, accountability, responsibility, empathy, culture, understanding trauma (child, sexual abuse, and domestic violence), bullying, and bystander intervention.

This curriculum is delivered in small groups. The goals are to reduce violence, increase healthy interactions, and promote healing from trauma. These strategies reinforce positive social norms and create safer communities.

The target organizations are Preston Taylor Ministries' and Salama Ministries' community programs, Community in Schools TN, and YES Youth Empowerment Services.

A training day would be four hours long and focus on why this training is important, a walk-through of the methodology and topics, chapter teaching by a facilitator, group teach-backs by the participants using the activities and discussions, and

how to use the student worksheets. For the youth participants, if used with fidelity, the participants will sign an agreement outlining the expectations, group discussion, teaching activity, journal processing, and the chapter one-page worksheet.

Data collection comes from online activity reports from youth-serving agencies outlining participant demographics, the number of participants, the facilitator's name and lesson used, any observations, discussion points, disclosures, pre/post-tests, Train the Trainer evaluation forms, and facilitator feedback about curriculum design and implementation.

NAZA Description - Afterschool Programs ONLY –Not Applicable

All others proceed to Questions 6. And 7.

(DO NOT use this space if you are not an Afterschool Program)

•Describe how the program will align with each of the five NAZA Design Factors listed on page 4. You are provided additional space (2000 keystrokes) to describe this part of your program.

- Health, Safety and the Environment
- Relationships
- Programming and Activities
- Staffing and Professional Development
- Administration

6.Leveraging and Collaboration of Community Resources (10 points).

In 1200 keystrokes or less, briefly:

- Describe collaborative relationships your Agency currently has or will have with other community Agencies that will enable you to be successful with the proposed program funded by the CSF grant. What roles do/will each of you play?
- If services are being provided by another Agency pro-bono, name that Agency and give the approximate dollar value of those services. If those services will be provided in exchange for your Agency's services, please describe.

YHTP will work with Crowns Up to assist in the train-the-trainer and provide technical assistance to the youth-serving organizations that will implement the curriculum, including but not limited to Salama Ministries, Preston Taylor Ministries, and YES (Youth Encouragement Services). In addition, we will continue our partnership with the Community in Schools TN Apollo MS coordinator, who piloted the program last year and will implement it this year. Our goal will be to get more schools involved from CISTN to implement the curriculum through refresher trainings and debriefing from the Apollo MS pilot.

7.Sustainability (10 points).

In 800 keystrokes or less:

- Describe any efforts to increase and/or diversify program resources and any strategies for capacity building, including grant opportunities, fund raising activities, partnerships, collaborations, volunteer recruitment, etc.
- How will you continue these services should the level of funding change

Through our partnership with the agencies, we will continue to provide curriculum support and technical assistance and seek additional funding for expansion.



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Certifications of Assurance**

**NON PROFIT
August 19, 2024**

As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Signed by: Cathy Gurley
 Signature of Authorized Representative
 Name: Cathy Gurley
 Title: CEO
 Agency Name: You Have the Power...Know How to Use It, Inc.
 Date: 09/13/24



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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

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

NON PROFIT
August 19, 2024

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

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: [Non-Profit Grant Resources](#)
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

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

Signed by: Cathy Gurley
 Signature of Authorized Representative
 Name: Cathy Gurley
 Title: CEO
 Agency Name: You Have the Power... Know How to Use It,
 Date: 09/13/24

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

MAY 242000

YOU HAVE THE POWER KNOW HOW TO USE IT
INC
2814 12TH AVE S STE 204
NASHVILLE, TN 37204-2513

Employer Identification Number:
62-1616253
DLN:
17053099828020
Contact Person:
EDWARD JSKELLY ID# 31374
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
February 1996
Addendum Applies:
No

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c) (3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509 (a) (1) and 170 (b) (1) (A) (vi)

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a) (1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a) (1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,
~by\$~ Miller

Steven T. Miller
Director, Exempt Organizations

10/10/10 10:10:10

7 2 59
9.11.10

CHARTER

OF

YOU HAVE THE POWER . . . KNOW HOW TO USE IT, INC.

The undersigned natural person or persons having capacity to contract and acting as the incorporator or incorporators of a corporation under the Tennessee Non-Profit Corporation Act, adopt the following Charter for such Corporation:

1. The name of the Corporation is:

YOU HAVE THE POWER . . . KNOW HOW TO USE IT, INC.
2. The Corporation is a public benefit corporation and is not a religious corporation.
3. (a) The complete address for the Corporation's initial registered office in Tennessee is:

2814 12th Avenue South
Suite 204
Nashville, Tennessee 37204

County of Davidson
- (b) The name of the initial registered agent, to be located at the address listed in 3(a) is:

Andrea Conte.
4. The name and complete address of the incorporator is:

Andrea Conte
1724 Chickering Road
Nashville, Tennessee 37215
5. The complete address of the Corporation's principal office is:

YOU HAVE THE POWER . . . KNOW HOW TO USE IT, INC.

2814 12th Avenue South
Suite 204
Nashville, Tennessee 37204
6. This Corporation is a non-profit organization.
7. The Corporation will have no members.
8. The purpose or purposes for which the Corporation is organized are:
 - (a) To receive and administer funds for scientific, educational and charitable purposes and to that end to take and hold by bequest, devise, gifts, grant, purchase, lease or otherwise either absolutely or jointly with any other person, persons or corporation, any property, real, personal, tangible or intangible, or any undivided interest therein, without limitation as to amount or value; to sell, convey, or otherwise dispose of any such property and to invest, reinvest or deal with the principal or the income thereof in such a

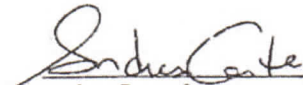
transfer as, in the judgment of the Directors, will best promote the purposes of the Corporation without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, this Charter, the By-Laws of the Corporation, or any laws applicable thereto.

- (b) Without limiting the generality of the foregoing, one of the principal purposes of the Corporation shall be to operate as a direct-support organization to receive, hold, invest and administer property and to make expenditures to or for the benefit of public education.
 - (c) In general, to do any and all acts and things, and to exercise any and all powers which it may now or hereafter be lawful for the Corporation to do or exercise under and pursuant to the laws of the State of Tennessee in consistence with the provisions of Section 501(c)(3) of the Internal Revenue Code as may be amended for the purpose of accomplishing any of the purposes of this Corporation. Notwithstanding any other provisions of these articles, this organization shall not carry on any activities not permitted to be carried on in the organization, except from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States revenue law.
 - (d) The purposes for which the Corporation is organized should be confined to those which are strictly scientific, educational and charitable.
 - (e) No part of the net earnings of the corporation shall inure to the benefit of, or be distributed to its officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. 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 any candidate for public office, nor shall the corporation engage in subversive or un-American activities.
9. Director Liability.
- (a) To the fullest extent that the law of the State of Tennessee, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no Director of the Corporation shall be personally liable to the Corporation for monetary damages, for breach of a fiduciary duty as a director.
 - (b) The Corporation shall have the power to indemnify a director, officer, employee, agent of the Corporation, or any other person who is serving at the request of the Corporation at any such capacity with another corporation, partnership, joint venture, trust or other enterprise to the fullest extent permitted by the law of the State of Tennessee as it exists on the date hereof or as it may after hereinafter be amended, and any such indemnification may continue as to any person who has ceased to be a director, officer, employee or agent and may inure to the benefit of the heirs, executors and administrators of such person.
10. Election of Directors. The Board of Directors should be elected in the manner provided by the By-Laws of the Corporation.

REVISED 10/1/81

11. Dissolution. Upon the dissolution of this Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax rule, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

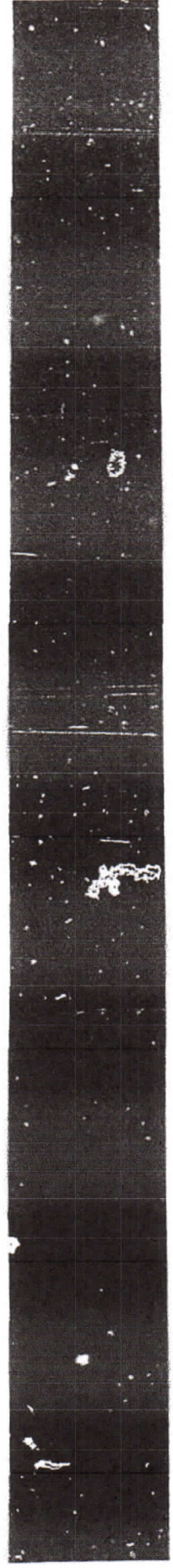
This the 7th day of September, 1995.



Andrea Conte, Incorporator

This instrument prepared by:

DORAMUS & TRAUGER
The Southern Turf Building
222 Fourth Avenue North
Nashville, TN 37219-2101
(615) 256-8585



Details

×

YOU HAVE THE POWER...KNOW HOW TO USE IT

1204 B CEDAR LANE NASHVILLE TN 37212

Ms. CATHY GURLEY

(615) 292-7027

www.yhtp.org

Status: Active

CO Number: CO2670

Registration Date: 10/25/1995

Renewal Date: 06/30/2025

Purpose

To fund the mission of YHTP—to give resource information assistance to victims of crime, create informational resource materials to be used across the Nation to raise awareness about crime and justice issues, present community education about crime and justice, and fund our work with incarcerated men and women on victim impact in prisons to reduce recidivism.

Financials (27)

Fiscal Year End	Total Revenue
12/31/2023	\$267,754.00
12/31/2022	\$391,846.00
12/31/2021	\$509,635.00
12/31/2020	\$426,039.00



Secretary of State Tre Hargett

Tre Hargett was elected by the Tennessee General Assembly to serve as Tennessee's 37th secretary of state in 2009 and re-elected in 2013, 2017, and 2021. Secretary Hargett is the chief executive officer of the Department of State with oversight of more than 300 employees. He also serves on 16 boards and commissions, on two of which he is the presiding member. The services and oversight found in the Secretary of State's office reach every department and agency in state government.



Details



YOU HAVE THE POWER...KNOW HOW TO USE IT

1204 B CEDAR LANE NASHVILLE TN 37212

Ms. CATHY GURLEY

(615) 292-7027

www.yhtp.org

Status: Active

CO Number: CO2670

Registration Date: 10/25/1995

Renewal Date: 06/30/2025

Purpose

To fund the mission of YHTP—to give resource information assistance to victims of crime, create informational resource materials to be used across the Nation to raise awareness about crime and justice issues, present community education about crime and justice, and fund our work with incarcerated men and women on victim impact in prisons to reduce recidivism.

Financials (27)

Fiscal Year End	Total Revenue
12/31/2023	\$267,754.00
12/31/2022	\$391,846.00
12/31/2021	\$509,635.00
12/31/2020	\$426,039.00

Tennessee Code Unannotated

State Comptroller

State Treasurer

Title Information

Public Records Policy and Records Request Form



© 2021 Tennessee Secretary of State | [Web and Social Media Policies](#)



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **YOU HAVE THE POWER...KNOW HOW TO USE IT, INC.**

General Information

SOS Control #	000299948	Formation Locale: TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed: 09/07/1995
	09/07/1995 2:59 PM	Fiscal Year Close 12
Status:	Active	
Duration Term:	Perpetual	
Public/Mutual Benefit:	Public	

Registered Agent Address
ANDREA CONTE
1724 CHICKERING ROAD
NASHVILLE, TN 37215

Principal Address
1204 B CEDAR LANE
NASHVILLE, TN 37212

The following document(s) was/were filed in this office on the date(s) indicated below:

<u>Date Filed</u>	<u>Filing Description</u>	<u>Image #</u>
01/10/2025	2024 Annual Report	B1666-7343
	Principal Address 1 Changed From: 2401 WHITE AVE To: 1204 B CEDAR LANE	
	Principal Postal Code Changed From: 37204-2247 To: 37212	
	Registered Agent Physical Address 1 Changed From: 2401 WHITE AVE To: 1724 CHICKERING ROAD	
	Registered Agent Physical Postal Code Changed From: 37204-2247 To: 37215	
03/05/2024	2023 Annual Report	B1517-7012
03/14/2023	2022 Annual Report	B1356-1782
01/21/2022	2021 Annual Report	B1149-0034
03/01/2021	2020 Annual Report	B0989-6490
01/28/2020	2019 Annual Report	B0807-5408
01/15/2019	2018 Annual Report	B0638-3946
02/13/2018	2017 Annual Report	B0496-6225
02/08/2017	2016 Annual Report	B0344-1867
02/01/2016	2015 Annual Report	B0190-5444
	Principal Address 1 Changed From: 2814 12TH AVE S To: 2401 WHITE AVE	
	Principal Postal Code Changed From: 37204-2513 To: 37204-2247	
	Registered Agent Physical Address 1 Changed From: 2814 12TH AVE S To: 2401 WHITE AVE	

Filing Information

Name: **YOU HAVE THE POWER...KNOW HOW TO USE IT, INC.**

Registered Agent Physical Address 2 Changed From: STE 211 To: No Value	
Registered Agent Physical Postal Code Changed From: 37204-2513 To: 37204-2247	
01/26/2015 2014 Annual Report	B0047-3759
01/09/2014 2013 Annual Report	7270-0697
06/19/2013 2012 Annual Report	7215-0631
Principal Address 1 Changed From: SUITE 204 To: 2814 12TH AVE S	
Principal Address 2 Changed From: 2814 12TH AVE SOUTH To: STE 211	
Principal Postal Code Changed From: 37204 To: 37204-2513	
Principal County Changed From: No value To: DAVIDSON COUNTY	
Registered Agent Physical Address 1 Changed From: STE 204 To: 2814 12TH AVE S	
Registered Agent Physical Address 2 Changed From: 2814 12TH AVE S To: STE 211	
Registered Agent Physical Postal Code Changed From: 37204 To: 37204-2513	
06/04/2013 Notice of Determination	A0178-1757
01/09/2012 Application for Reinstatement	6979-1877
Filing Status Changed From: Inactive - Dissolved (Administrative) To: Active	
Inactive Date Changed From: 08/17/2009 To: No Value	
01/09/2012 2008 Annual Report	6979-1866
01/09/2012 2009 Annual Report	6979-1869
01/09/2012 2010 Annual Report	6979-1872
01/09/2012 2011 Annual Report	6979-1875
08/17/2009 Dissolution/Revocation - Administrative	ROLL 6580
06/03/2009 Notice of Determination	ROLL 6550
06/12/2008 2007 Annual Report	6331-1264
02/16/2007 2006 Annual Report	5990-0495
03/23/2006 2005 Annual Report	5730-0527
01/28/2005 2004 Annual Report	5343-1155
03/22/2004 2003 Annual Report	5077-2338
02/04/2003 2002 Annual Report	4718-2645
02/26/2002 2001 Annual Report	4429-1363
03/19/2001 2000 Annual Report	4149-1426
02/10/2000 1999 Annual Report	3825-2071
12/13/1996 Administrative Amendment	3251-3370
Fiscal Year Close Changed	
09/07/1995 Initial Filing	3050-2086

Active Assumed Names (if any)

Date Expires

**You Have the Power...
Know How to Use It, Inc.**

Financial Statements
For the Years Ended December 31, 2023 and 2022

You Have the Power...Know How to Use It, Inc.
Financial Statements
For the Years Ended December 31, 2023 and 2022

Contents

Independent Auditor's Report	1
Financial Statements	
Statements of Financial Position	3
Statements of Activities	4
Statements of Functional Expenses	6
Statements of Cash Flows	8
Notes to Financial Statements	9 - 14



Independent Auditor's Report

Board of Directors
You Have the Power...Know How to Use It, Inc.

Opinion

We have audited the financial statements of You Have the Power...Know How to Use It, Inc., a not-for-profit organization, (the Organization), which comprise the statements of financial position as of December 31, 2023 and 2022, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Organization as of December 31, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

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

Blankenship CPA Group, PLLC

Blankenship CPA Group, PLLC
Brentwood, Tennessee
October 30, 2024

You Have the Power...Know How to Use It, Inc.

Statements of Financial Position

December 31, 2023 and 2022

	2023	2022
Assets		
Current assets		
Cash	\$ 31,270	\$ 138,198
Grants receivable	11,036	1,667
Prepaid expenses	4,900	4,100
Inventory	<u>1,285</u>	<u>1,285</u>
Total current assets	48,491	145,250
Office equipment	21,559	21,559
Less: accumulated depreciation	<u>(19,460)</u>	<u>(18,611)</u>
Office equipment, net	2,099	2,948
Intangible asset	3,868	3,868
Less: accumulated amortization	<u>(2,744)</u>	<u>(2,731)</u>
Intangible asset, net	<u>1,124</u>	<u>1,137</u>
Total assets	\$ 51,714	\$ 149,335
Liabilities and Net Assets		
Accounts payable	\$ 1,390	\$ 353
Net assets		
Without donor restrictions	(43,057)	57,237
With donor restrictions	<u>93,381</u>	<u>91,745</u>
Total net assets	<u>50,324</u>	<u>148,982</u>
Total liabilities and net assets	\$ 51,714	\$ 149,335

You Have the Power...Know How to Use It, Inc.Statement of Activities
For the Year Ended December 31, 2023

	Without donor restrictions	With donor restrictions	Total
Support and Revenues			
Contributions of cash and other financial assets			
General contributions	\$ 141,171		\$ 141,171
Grants	22,924	38,643	61,567
Special events	30,440	-	30,440
Contributions of nonfinancial assets	31,000	-	31,000
Program	1,528	-	1,528
Interest income	104	-	104
Net assets released from restrictions	<u>37,007</u>	<u>(37,007)</u>	<u>-</u>
Total support and revenues	264,174	1,636	265,810
Expenses			
Program services	275,012	-	275,012
Supporting services			
Management and general	66,121	-	66,121
Fundraising	<u>25,278</u>	<u>-</u>	<u>25,278</u>
Total supporting services	91,399	-	91,399
Total expenses	<u>366,411</u>	<u>-</u>	<u>366,411</u>
Other income (expenses)			
Other revenue	1,943	-	1,943
Change in net assets	(100,294)	1,636	(98,658)
Net assets, beginning of year	<u>57,237</u>	<u>91,745</u>	<u>148,982</u>
Net assets, end of year	\$ (43,057)	\$ 93,381	\$ 50,324

You Have the Power...Know How to Use It, Inc.
Statement of Activities
For the Year Ended December 31, 2022

	Without donor restrictions	With donor restrictions	Total
Support and Revenues			
Contributions of cash and other financial assets			
General contributions	\$ 230,228	\$ -	\$ 230,228
Grants	69,797	56,500	126,297
Special events	4,066	-	4,066
Contributions of nonfinancial assets	30,000	-	30,000
Program	647	-	647
Interest income	60	-	60
Miscellaneous income	550	-	550
Net assets released from restrictions	33,375	(33,375)	-
Total support and revenues	<u>368,723</u>	<u>23,125</u>	<u>391,848</u>
Expenses			
Program services	336,697	-	336,697
Supporting services			
Management and general	40,366	-	40,366
Fundraising	29,472	-	29,472
Total supporting services	<u>69,838</u>	<u>-</u>	<u>69,838</u>
Total expenses	<u>406,535</u>	<u>-</u>	<u>406,535</u>
Change in net assets	(37,812)	23,125	(14,687)
Net assets, beginning of year	95,049	68,620	163,669
Net assets, end of year	<u>\$ 57,237</u>	<u>\$ 91,745</u>	<u>\$ 148,982</u>

You Have the Power...Know How to Use It, Inc.Statement of Functional Expenses
For the Year Ended December 31, 2023

	Program services	Supporting services		Total
		Management and general	Fundraising	
Salaries and related expenses	\$ 170,934	\$ 21,317	\$ 21,283	213,534
Advertising	2,988	-	-	2,988
Amortization	-	14	-	14
Depreciation	2,589	102	102	2,793
Event expense	13,635	-	-	13,635
Insurance	-	2,284	-	2,284
Maintenance	4,281	1,584	-	5,865
Postage	279	3	-	282
Printing and publications	3,211	179	120	3,510
Professional services	46,108	31,000	-	77,108
Rent	28,395	3,548	3,548	35,491
Supplies	296	2,915	-	3,211
Taxes, licenses, and fees	-	430	-	430
Telephone	1,801	225	225	2,251
Travel	186	494	-	680
Miscellaneous	309	2,026	-	2,335
	\$ 275,012	\$ 66,121	\$ 25,278	\$ 366,411

You Have the Power...Know How to Use It, Inc.Statement of Functional Expenses
For the Year Ended December 31, 2022

	Program services	Supporting services		Total
		Management and general	Fundraising	
Salaries and related expenses	\$ 175,806	\$ 21,972	\$ 21,986	\$ 219,764
Advertising	2,561	-	788	3,349
Amortization	-	318	-	318
Depreciation	1,824	268	267	2,359
Insurance	-	2,064	-	2,064
Maintenance	6,830	102	1,336	8,268
Postage	897	131	126	1,154
Printing and publications	23,758	653	157	24,568
Professional services	83,146	7,364	950	91,460
Rent	26,596	3,149	3,305	33,050
Supplies	12,507	2,580	(44)	15,043
Taxes, licenses, and fees	44	192	434	670
Telephone	492	61	61	614
Travel	593	142	97	832
Miscellaneous	1,643	1,370	9	3,022
	\$ 336,697	\$ 40,366	\$ 29,472	\$ 406,535

You Have the Power...Know How to Use It, Inc.
 Statements of Cash Flows
 For the Years Ended December 31, 2023 and 2022

	2023	2022
Cash, beginning of year	\$ 138,198	\$ 121,088
Cash flows from operating activities		
Change in net assets	(98,658)	(14,687)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Loss on disposal	(1,944)	-
Amortization	14	318
Depreciation	2,793	2,359
Change in:		
Grants receivable	(9,369)	6,565
Prepaid expenses	(800)	-
Inventory	-	2,079
Accounts payable	1,036	16
Net cash provided (used) by operating activities	<u>(106,928)</u>	<u>(3,350)</u>
Cash flows from investing activities		
Redemption of certificates of deposit	<u>-</u>	<u>20,460</u>
Net cash provided (used) by investing activities	-	20,460
Net change in cash	<u>(106,928)</u>	<u>17,110</u>
Cash, end of year	\$ 31,270	\$ 138,198

You Have the Power...Know How to Use It, Inc.
Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

Note 1. Organization and Nature of Activities

You Have the Power...Know How to Use It, Inc. (the Organization) was incorporated in 1995 as a Tennessee not-for-profit corporation to operate as a direct-support organization to receive, hold, invest, and administer assets and to make expenditures to and for the benefit of public education. The Organization educates the public about issues related to violent crimes, and victim's rights, and heightens public awareness about the resources available to them in regard to such issues. The Organization is supported primarily through donor contributions and grants.

Note 2. Summary of Significant Accounting Policies

Basis of Accounting

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

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with US GAAP, which requires the Organization to report information regarding its financial position and activities according to the following net asset classifications:

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

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. The Organization had no net assets with perpetual restrictions at December 31, 2023 and 2022.

Use of Estimates

The preparation of the financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash

Cash consists principally of checking and savings account balances with financial institutions.

Investment

The Organization routinely invests excess cash on hand in a certificate of deposit. A certificate of deposit with an original maturity of greater than 90 days and less than one year is classified in the statements of financial position as a short-term investment.

You Have the Power...Know How to Use It, Inc.
Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

Note 2. **Summary of Significant Accounting Policies**

Cost Reimbursement Grants

Cost reimbursement grants are earned and reported as revenues of the applicable grant when the Organization has incurred expenses and are treated as exchange transactions. Expenses incurred for grant funds, which have not been received at year-end, are reported as grants receivable.

Grant Revenues and Grants Receivables

The Organization received and recognized grant revenues from state and federal government, community grants, and foundations totaling \$61,567 as of the year-end. Grants and pledges receivable from these entities totaled \$11,036 at year-end.

Inventory

Inventory consists of items donated for auction at a future special event to be held by the Organization. Items are stated at estimated fair value.

Office Equipment

The Organization capitalizes all costs in excess of \$1,000 for office equipment. Donated office equipment is recorded at its estimated fair value at the date of the gift. Depreciation is provided over the assets' estimated useful lives of 5 to 10 years using the straight-line method.

Expenditures for maintenance and repairs are expensed when incurred. Expenditures for renewals and betterments are capitalized. When equipment is retired or sold, the cost and related accumulated depreciation are removed from the accounts, and the resulting gain or loss is included in the statements of activities.

Intangible Asset

During 2012, the Organization created a trademark. Legal fees incurred to submit the application and related documents to the United States Trademark Office for this trademark have been capitalized. Direct expenses incurred to establish the trademark in 2012 were capitalized. Amounts paid to renew or extend the trademark's life are capitalized as incurred. Management has determined that the trademark has a finite life of 15 years and will be amortized on a straight-line basis over that period.

Contributions of Cash and Other Financial Assets

Contributions and other grants received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions and other grants that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor-restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

You Have the Power...Know How to Use It, Inc.
Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

Note 2. Summary of Significant Accounting Policies

Contributions of Nonfinancial Assets

Donated facilities and services are recognized as support if they create or enhance non-financial assets or the donated service requires specialized skills, was performed by a donor who possess such skills, and would have been purchased by the Organization if not donated. Such services are recognized at estimated fair value as support and expenses in the period the services were performed.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

A number of unpaid volunteers have made contributions of their time to assist the Organization in various ways during the years ended December 31, 2023 and 2022. The value of contributed time is not reflected in these financial statements since it is not susceptible to objective measure or valuation.

Leases

In February 2016, the Financial Accounting Standard Board issued Accounting Standards Codification Topic 842, *Leases*, to increase transparency and comparability among organizations related to their leasing arrangements. The update requires lessees to recognize most leases on their balance sheets as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Topic 842 also requires additional disclosure of key quantitative and qualitative information for leasing arrangements. Similar to the previous lease guidance, the update retains a distinction between finance leases (similar to capital leases in Topic 840, *Leases*) and operating leases, with classification affecting the pattern of expense recognition in the income statement. The Organization adopted Topic 842 on January 1, 2022.

The Organization made an accounting policy election available under Topic 842 not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less.

Income Taxes

The Organization is exempt from income tax under Internal Revenue Code (IRC) section 501(c)(3), though it is subject to tax on income unrelated to its exempt purpose, unless that income is otherwise excluded by the IRC. The Organization has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it has nexus; and to identify and evaluate other matters that may be considered tax positions. The Organization has determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements.

Advertising Costs

The Organization expenses all advertising costs as they are incurred.

You Have the Power...Know How to Use It, Inc.
 Notes to Financial Statements
 For the Years Ended December 31, 2023 and 2022

Note 2. **Summary of Significant Accounting Policies**

Functional Expenses

Expenses that can be directly attributed to a particular function are charged to that function. Certain costs have been allocated among more than one program or supporting services based on objectively evaluated financial and nonfinancial data or reasonable subjective methods determined by management.

The expenses that are allocated include the following:

	Method of allocation
Salaries and related expenses	Time and effort
Depreciation	Square footage
Event expense	Time and effort
Maintenance	Time and effort
Postage	Time and effort
Printing and publication	Time and effort
Professional services	Time and effort
Rent	Time and effort
Supplies	Time and effort
Taxes, licenses, and fees	Time and effort
Telephone	Time and effort
Travel	Time and effort
Miscellaneous	Time and effort

You Have the Power...Know How to Use It, Inc.
Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

Note 3. Liquidity and Availability

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

	2023	2022
Financial assets		
Cash	\$ 31,270	\$ 138,198
Grants receivable	<u>11,036</u>	<u>1,667</u>
Total financial assets at year-end	42,306	139,865
Less amounts not available to be used within one year		
Net assets with donor restrictions	93,381	91,745
Net assets with purpose restrictions to be met in less than a year	<u>(93,381)</u>	<u>(91,745)</u>
	-	-
Financial assets available to meet cash needs for general expenditures within one year	\$ 42,306	\$ 139,865

To the extent long-term relationships with significant sources of revenue are not successfully maintained and cultivated, the Organization's sources of working capital poses a risk of being insufficient. However, the Organization believes that an increase in donations from the subsequent collections will be sufficient to satisfy its liquidity needs for the next 12 months from the issuance of the financial statements.

Note 4. Net Assets with Donor Restrictions

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

	2023	2022
Youth workshops	\$ 38,268	\$ 53,273
Resource guides and translation	24,180	22,180
Other	<u>30,933</u>	<u>16,292</u>
	\$ 93,381	\$ 91,745

Note 5. Concentrations

During 2023 and 2022, the Organization received approximately 35% and 39%, respectively, of its total support and revenues from a single donor.

You Have the Power...Know How to Use It, Inc.
Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

Note 6. Contributed Nonfinancial Assets

The value of contributed nonfinancial assets included in support and revenues in the statements of activities for the years ended December 31 are as follows:

	2023	2022
Professional services	\$ 31,000	\$ 30,000

The Organization receives contributions of nonfinancial assets in the form of donated items, meals, and use of building facilities. Contributed accounting services assisted the organization with proper payroll processing and tax preparation. Unless otherwise noted, the Organization did not recognize any contributions of nonfinancial assets with donor-imposed restrictions.

Note 6. Subsequent Events

Management has evaluated subsequent events through October 30, 2024, the date on which the financial statements were available for issuance.



The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
 www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

CINCINNATI CUSTOMER CARE CENTER	Billing Method: DIRECT BILL
POLICY NUMBER EPP 057 36 45	
NAMED INSURED YOU HAVE THE POWER KNOW HOW TO USE IT INC	
2401 WHITE AVE	
ADDRESS	NASHVILLE, TN 37204
(Number & Street, Town, County, State & Zip Code)	
Previous Policy Number: EPP0573645	
Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	
All coverages except Automobile and / or Garage	
Policy number: EPP 057 36 45 FROM: 04-03-2022 TO: 04-03-2025	
Automobile and / or Garage	
Policy number: FROM: TO:	
Agency HUB INTERNATIONAL MID-SOUTH 41-085	
City NASHVILLE, TN	
Legal Entity / Business Description	
ORGANIZATION (ANY OTHER)	

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

**COMMERCIAL GENERAL LIABILITY COVERAGE
PART DECLARATIONS**

Attached to and forming part of POLICY NUMBER: EPP 057 36 45		
Named Insured is the same as it appears in the Common Policy Declarations		
LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE PREMISES
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA210	
MEDICAL EXPENSE LIMIT		ANY ONE PERSON
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA210	