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## GRANT SUMMARY SHEET

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**Grant Name:** Major Cultural Institution 24

**Department:** ARTS COMMISSION

**Grantor:** National Endowment for the Arts

**Pass-Through Grantor  
(If applicable):** TENN. ARTS COMMISSION

**Total Award this Action:** \$101,300.00

**Cash Match Amount** \$101,300.00

**Department Contact:** Daniel Singh  
860-2377

**Status:** CONTINUATION

**Program Description:**  
General Operating Support for Metro Arts. NOT to be re-granted.

**Plan for continuation of services upon grant expiration:**  
This grant allows us to cover program and direct expenses related to art programs, research and community engagement not covered in our Metro Operating Budget.

### Grants Tracking Form

Part One

| Pre-Application <input type="radio"/>   |           | Application <input type="radio"/>                               |   | Award Acceptance <input checked="" type="radio"/> |                                     | Contract Amendment <input type="radio"/> |  |
|---|-----------|---|---|---|-------------------------------------|--|--|
| Department  | Dept. No. | Contact   |   |   | Phone                               | Fax                                      |  |
| ARTS COMMISSION   | 041       | Caroline Vincent  |   |   | 860-2377                            | 862-6731                                 |  |
| <b>Grant Name:</b>  |           | Major Cultural Institution 24                                   |   |   |                                     |  |  |
| <b>Grantor:</b>   |           | National Endowment for the Arts                                 |   |   | <b>Other:</b>                       |  |  |
| <b>Grant Period From:</b>   |           | 07/01/23  | <small>(applications only)</small> Anticipated Application Date:                  |   | 01/10/23                            |  |  |
| <b>Grant Period To:</b>   |           | 06/15/24  | <small>(applications only)</small> Application Deadline:                          |   | 01/10/23                            |  |  |
| <b>Funding Type:</b>  |           | FED PASS THRU   | <b>Multi-Department Grant</b> <input type="checkbox"/> <b>If yes, list below.</b> |   |                                     |  |  |
| <b>Pass-Thru:</b>   |           | TENN. ARTS COMMISSION   | <b>Outside Consultant Project:</b> <input type="checkbox"/>                       |   |                                     |  |  |
| <b>Award Type:</b>  |           | COMPETITIVE   | <b>Total Award:</b>   |   | \$101,300.00                        |  |  |
| <b>Status:</b>  |           | CONTINUATION  | <b>Metro Cash Match:</b>  |   | \$101,300.00                        |  |  |
| <b>Metro Category:</b>  |           | Est. Prior.   | <b>Metro In-Kind Match:</b>   |   | \$0.00                              |  |  |
| <b>CFDA #</b>   |           | 45.025  | <b>Is Council approval required?</b>  |   | <input checked="" type="checkbox"/> |  |  |
| <b>Project Description:</b>   |           | General Operating Support for Metro Arts. NOT to be re-granted. |   | <b>Applic. Submitted Electronically?</b>          |                                     | <input checked="" type="checkbox"/>      |  |
| <b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>   |           |   |   |   |                                     |  |  |
| This grant allows us to cover program and direct expenses related to art programs, research and community engagement not covered in our Metro Operating Budget. |           |   |   |   |                                     |  |  |
| <b>How is Match Determined?</b>   |           |   |   |   |                                     |  |  |
| <b>Fixed Amount of \$</b>   |           | or  |   | 100.0%  | <b>% of Grant</b>                   |  |  |
| <b>Explanation for "Other" means of determining match:</b>  |           |   |   |   |                                     |  |  |
| <b>For this Metro FY, how much of the required local Metro cash match:</b>  |           |   |   |   |                                     |  |  |
| <b>Is already in department budget?</b>   |           | yes   |   | <b>Fund</b>                                       | 10101                               | <b>Business Unit</b>                     |  |
| <b>Is not budgeted?</b>   |           |   |   | <b>Proposed Source of Match:</b>                  |                                     | 41105000                                 |  |
| <b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>   |           |   |   |   |                                     |  |  |
| <b>Other:</b>   |           |   |   |   |                                     |  |  |
| <b>Number of FTEs the grant will fund:</b>  |           | 0.00  |   | <b>Actual number of positions added:</b>          |                                     |  |  |
| <b>Departmental Indirect Cost Rate</b>  |           | 13.72%  |   | <b>Indirect Cost of Grant to Metro:</b>           |                                     | \$27,796.72                              |  |
| <b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No   |           | <b>% Allow.</b>   |   | <b>Ind. Cost Requested from Grantor:</b>          |                                     | \$0.00 <b>in budget</b>                  |  |
| <small>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</small>                                 |           |   |   |   |                                     |  |  |
| <b>Draw down allowable?</b> <input checked="" type="checkbox"/>   |           |   |   |   |                                     |  |  |
| <b>Metro or Community-based Partners:</b>   |           |   |   |   |                                     |  |  |

Part Two

| Grant Budget                |                   |                 |                     |                      |                     |                         |   |                       |                        |                             |
|-----------------------------|-------------------|-----------------|---------------------|----------------------|---------------------|-------------------------|---|-----------------------|------------------------|-----------------------------|
| Budget Year                 | Metro Fiscal Year | Federal Grantor | State Grantor       | Other Grantor        | Local Match Cash    | Match Source (Fund, BU) | Local Match In-Kind                                 | Total Grant Each Year | Indirect Cost to Metro | Ind. Cost Neg. from Grantor |
| Yr 1                        | FY23              | \$0.00          | \$101,300.00        | \$0.00               | \$101,300.00        | 10101, 411050000        | \$0.00  | \$202,600.00          | \$27,796.72            | \$0.00                      |
| Yr 2                        | FY__              |                 |                     |                      |                     |                         |   |                       |                        |                             |
| Yr 3                        | FY__              |                 |                     |                      |                     |                         |   |                       |                        |                             |
| Yr 4                        | FY__              |                 |                     |                      |                     |                         |   |                       |                        |                             |
| Yr 5                        | FY__              |                 |                     |                      |                     |                         |   |                       |                        |                             |
| <b>Total</b>                |                   | <b>\$0.00</b>   | <b>\$101,300.00</b> | <b>\$0.00</b>        | <b>\$101,300.00</b> |                         | <b>\$0.00</b>                                       | <b>\$202,600.00</b>   | <b>\$27,796.72</b>     | <b>\$0.00</b>               |
| <b>Date Awarded:</b>        |                   | 07/05/23        |                     | <b>Tot. Awarded:</b> |                     | <b>\$101,300.00</b>     | <b>Contract#:</b> 1914113-61-23FY24 NEA Partnership |                       |                        |                             |
| <b>(or) Date Denied:</b>    |                   |                 |                     | <b>Reason:</b>       |                     |                         |   |                       |                        |                             |
| <b>(or) Date Withdrawn:</b> |                   |                 |                     | <b>Reason:</b>       |                     |                         |   |                       |                        |                             |

Contact: [juanita.paulsen@nashville.gov](mailto:juanita.paulsen@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)





# GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

|  |                              |  |  |              |                                    |
|--|------------------------------|--|--|--------------|------------------------------------|
| <b>Begin Date</b><br>7/1/2023  | <b>End Date</b><br>6/30/2024 | <b>Agency Tracking #</b><br>31625-17596  | <b>Edison ID</b><br>Pursuant to DGA 78012  |              |                                    |
| <b>Grantee Legal Entity Name</b><br>Metropolitan Nashville Arts Commission   |                              |  | <b>Edison Vendor ID</b><br>4   |              |                                    |
| <b>Subrecipient or Recipient</b><br><input checked="" type="checkbox"/> Subrecipient<br><input type="checkbox"/> Recipient   |                              | <b>Assistance Listing Number#</b> 45.025<br><br><b>Grantee's fiscal year end June 30</b> |  |              |                                    |
| <b>Service Caption</b> (one line only)<br>Arts Program Categorical Grants: Major Cultural Institutions (MCI)   |                              |  |  |              |                                    |
| <b>Funding —</b>   |                              |  |  |              |                                    |
| <b>FY</b>  | <b>State</b>                 | <b>Federal</b>   | <b>Interdepartmental</b>   | <b>Other</b> | <b>TOTAL Grant Contract Amount</b> |
| 2024   | \$86,300.00                  | \$15,000.00  |  |              | \$101,300.00                       |
|  |                              |  |  |              |                                    |
|  |                              |  |  |              |                                    |
|  |                              |  |  |              |                                    |
| <b>TOTAL:</b>  | <b>\$86,300.00</b>           | <b>\$15,000.00</b>   |  |              | <b>\$101,300.00</b>                |
| <b>Grantee Selection Process Summary</b>   |                              |  |  |              |                                    |
| <input checked="" type="checkbox"/> Competitive Selection  |                              | As described in delegated grant authority 78012.   |  |              |                                    |
| <input type="checkbox"/> Non-competitive Selection   |                              |  |  |              |                                    |
| <b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 125<br><br> |                              |  | <b>Accounting Detail for PO</b><br><b>FEDERAL FUNDS \$15,000.00</b><br>AC125 Arts Ed NEA<br>AC128 State Arts Plan NEA <u>OR</u><br>AC129 Underserved NEA<br><br><b>STATE FUNDS \$86,300.00</b><br>AC124 State Match – MCI, PS, AA, AE-CL, Arts360<br><br><b>OR</b><br>If no NEA funds, then <b>dept 28 or 30</b> for other annual (APS, RAPS, AETT, Pathways, CP, RAFF, SPS) |              |                                    |
| <b>Speed Chart</b> (optional)<br>3162522000,<br>3162528000   |                              | <b>Account Code</b> (optional)<br><br>71301000   |  |              |                                    |

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE ARTS COMMISSION  
AND  
Metropolitan Nashville Arts Commission**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Arts Commission, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Nashville Arts Commission, hereinafter referred to as the "Grantee," is for the provision of Arts Program Categorical Services – Major Cultural Institutions (MCI), as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall plan and execute projects for the purpose of expanding, improving and developing the arts in Tennessee in the single category Major Cultural Institutions (MCI) identified below in accordance with application number 31625-17596.
- a. Arts Access (AA): offers direct support for arts projects that increase access to underserved and underrepresented populations whose programs and services primarily benefit diverse cultures, people with disabilities, people age 60 years and older, active duty/veterans and their families.
  - b. Arts Education (PTHWYS)/Arts Pathways for Youth Success: aims to integrate the arts into basic school curriculum and to provide arts activities and educational opportunities to under-served and at-risk youth in rural and urban communities in Tennessee. Emphasis on exposure to, experience in, and appreciation of the arts and awakening of natural creativity.
  - c. Arts Education (AE-CL/MG) Community Learning/Mini-Grant: provides funding for single projects that use the arts in creative and innovative ways to offer education in communities or non-traditional school environments. There are no age restrictions. Projects should include hands-on learning experiences focused in a variety of art forms for the participants.
  - d. Arts360 (Arts360) supports whole-school arts integration programs in PK-12 public schools or school systems in Tennessee to improve instruction and increase student outcomes through arts integration.
  - e. Arts Project Support (APS): provides funds for a wide variety of quality arts and humanities projects and public programs.
  - f. Rural Arts Project Support (RAPS): provides funds for a wide variety of arts projects and programs for organizations located in counties with lower population.
  - g. Partnership Support (PS) - provides non-project assistance toward ongoing-administrative and programmatic costs. Applicants must be an established, single entity arts-committed organization or an art council or arts center responsible for their own programming.
  - h. Major Cultural Institutions (MCI): offers general, non-project-specific support to those well-established Tennessee Arts organizations, which represent the highest level of quality programs and administration.
  - i. Special Opportunities (SPECOP): provides funds for unexpected but important art activities throughout the Commission's fiscal year.
  - j. Technical Assistance (TA): provides funds for special technical assistance, often by out-of-state consultants, during the Commission's fiscal year and is for intensive work needed to strengthen the applicant organization.
  - k. Touring Arts Program (TOUR): brings professional performers to communities across the state by providing for financial assistance to qualified Tennessee presenters. Grant funds are used to pay a portion of the artist's fee, which is established by the artist.



- l. Commission Initiatives (CI), including Targeted Arts Development Initiative (TADI) provides funds for special requests to the Commission from Tennessee organizations for one-time projects that do not fit into one of the Commission's regular grant programs.
  - m. Creative Placemaking (CP), including Thriving Communities Partnership grants projects): use arts or cultural assets to enhance the distinctive character of one or more local Tennessee places for positive economic and community outcomes.
  - n. Traditional Arts Apprenticeship Program (TAAP): designed to encourage the survival, continued development, and proliferation of Tennessee's diverse folklife traditions, especially those that are rare or endangered.
  - o. Professional Development Support (PDS): to help Tennessee art administrators and/or individual artists of all disciplines to take advantage of unique opportunities that will significantly benefit their work or career development in Tennessee.
  - p. Arts Education-Teacher Incentives (AE-TI): to help full-time K-12 educators to take advantage of unique opportunities that will significantly benefit their work or career development in arts integration.
  - q. Small Rural/Urban Partnership Support (SRPS and SUPS): provides non-project assistance toward ongoing-administrative and programmatic costs to small TN arts non-profit organizations with annual budget of at least \$30,000 and a demonstrated history of successful state arts grants program implementation.
  - r. Creative Placemaking Rural Arts Facilities Funds (RAFF): Funding for rural communities to help build, renovate, or expand arts and cultural facilities resulting in positive economic and community outcomes.
  - s. Individual Artist Fellowships (IAF) awards fellowships to outstanding artists who live and work in Tennessee for the purpose of expanding, improving and developing their artistic talents. No specific project has to be carried out with funds for this award.
  - t. Creative Aging (CAT) non-matching funds for nonprofit arts, senior service or community organizations and governmental entities to support arts learning for seniors aged 60+ resulting in positive community outcomes.
  - u. Arts Access Mini-Grants (AAMG) designed to introduce new applicants to the grant-making process, this program offers direct support for art projects benefiting underserved and underrepresented people.
- A.3. Required use of Tennessee Arts Commission logo and guidance on Specialty License Plate Program promotions. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the Tennessee Arts Commission logo image supplied by the State at <http://tnartscommission.org/about-us/tennessee-arts-commission-brand/>. Guidelines for proper usage of the Commission logo can be found at <http://tnartscommission.org/about-us/tennessee-arts-commission-brand/brand-guidelines/>

In addition, the Grantee is strongly encouraged to incorporate elements from the Specialty License Plate Communications toolkit in agency communications including print advertising, websites, e-letters, social media, press releases, talking points and/or other mechanisms as may be determined effective by the Grantee. The toolkit can be found at <https://tnspecialtyplates.org/partners/>. If needed, the login password to the partner page is tnspecialtyplates.

Specifically, each Major Cultural Institution (MCI), Partnership Support (PS), or Small Partnership Support (Urban or Rural) grantee organization that receives public operating support is required to implement a structured promotional campaign for the Specialty License Plate Program within its ongoing communications program that includes **four of the five elements below**. Failure of any MCI, PS, or SRPS or SUPS grantee to complete this requirement in a satisfactory manner, as determined exclusively by the Grantor, may, at the Grantor's sole discretion, result in a reduction of Ten Thousand One Hundred Thirty Dollars (\$10,130.00), which is 10 percent of the authorized grant total.

| Specialty License Plate Promotional Activity   | Documentation for FY2024 Closeout   |
|--|---|
| 1. <b>Coordinator.</b> Provide the name, title and contact information for grantee organization staff person who coordinates specialty license plate promotions and will be agency liaison with TN Arts Commission Director of Marketing and Development; <b>AND</b>                                   | Uploaded in Grantee Organization Profile in the TN Arts Commission online grants management system  |
| 2. <b>Website.</b> Specialty license plate program information on the grantee organization website   | Screen shot of page on website labeled "website promo"  |
| 3. <b>Social Media.</b> Feature specialty license plate promotional content in grantee's social media at least 6 times/year  | Six screen shots with dates of social media posts labeled "social promo 1", "social promo 2" etc.   |
| 4. <b>Newsletters.</b> Place banner ad on e-newsletters or other viral marketing <b>OR</b><br><b>Printed Program.</b> Place half page ad in the printed program book for at least six different performances or for the duration of one season   | Image of six newsletters distributed over past year OR scan of six programs<br><br>Label file "Newsletters promo" OR "Program book promo" |
| 5. <b>Agency Specific Opportunity.</b> Identify a promotional activity specific to grantee organization. Examples: run video spot before movie or performance starts; offer special parking for patron cars with arts license plates; hold a contest to get 100% staff/board ownership of plates, etc. | Description of custom promotion and documentation as available<br><br>Label as "Custom Promo"   |

- A.4. Grant Application. The Grantee shall employ funds made available under this grant in accordance with the project/program submitted in application number 31625-17596 (which is on file with the State in the online grants management system of the Tennessee Arts Commission at [https://tnarts.fluxx.io/user\\_sessions/new](https://tnarts.fluxx.io/user_sessions/new) ) for Metro Arts Nashville FY24 Operating Support subject to the policies of the State at <http://tnartscommission.org/legal-requirements/> and to the standard state approved terms and conditions. The Grantee, under the Grant Contract, will spend funds solely for the purposes set forth in application number 31625-17596.
- A.5. Affirmative Duty to Report Major Organizational Change. Any Grantee whose contract maximum liability in section C.1. exceeds \$10,000 shall promptly notify the State in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract. For all nonprofits, regardless of contract maximum liability, the loss of nonprofit status during the period of the contract is considered a significant change. Such loss must be reported and remedied within the contract period in order for the Grantee to qualify for reimbursement of allowable costs as provided in Section C.
- A.6. Title VI Required Training, Non-Discrimination Policy and Complaint Process. The grantee organization shall comply with all requirements of Title VI of the Civil Rights Act 1964, including annual training of grantee or grantee organization employees utilizing materials provided by the State. TN public school grantees may meet the requirement through Title VI training system of the TN Department of Education. Written documentation of training shall be maintained for a period of three (3) full years from the date of the final payment under the grant and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. As noted in the required Title VI training certification for 2020 and going forward, the Grantee organization shall also be required to develop and/or use Title VI complaint procedures and Limited English Proficiency (LEP) policies. The Grantee shall also post Title VI poster(s) in public view at the agency's office(s) or programming site(s) and communicate its nondiscrimination policy on the agency's website or posted in a public place. Title VI posters provided by the TN Arts Commission can be downloaded

here at <https://tnarts.wpenginepowered.com/wp-content/uploads/2019/07/Title-IV-poster.pdf> and a model for a nondiscrimination policy is available here at <https://tnartscommission.org/art-grants/manage-your-grant/title-vi/>.

- A.7. Arts & Economic Prosperity 6 study. To support an accurate report of the economic impact of nonprofit arts activities and audiences in Tennessee, the grantee shall participate in collection of standard organization profile and audience participation data upon request from Americans for the Arts and/or a State or local study partner.
- A.8. Use of National Endowment for the Arts Logo. If this grant contract includes an Attachment B Federal Award Identification Worksheet indicating federal funding, the Grantee is required to acknowledge the National Endowment for the Arts in all materials and announcements related to grant activities. The Grantee is subject to NEA grant administrative requirements. For general terms and conditions, visit: <https://www.arts.gov/sites/default/files/GTC-ORG-FY21-rev-10.21.22.pdf>. For logos, visit: <https://www.arts.gov/grants/manage-your-award/nea-logo>.
- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal on file in the online grants management system of the Tennessee Arts Commission at [https://tnarts.fluxx.io/user\\_sessions/new](https://tnarts.fluxx.io/user_sessions/new) and incorporated to elaborate supplementary scope of services specifications.
- A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred One Thousand Three Hundred (\$101,300.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology – Partial Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum

liability established in section C.1. Up to forty percent (40%) of the maximum liability shall be paid to the Grantee in advance upon approval of this Grant Contract and submission of a request for payment. Grantees are advised that the timing of the advance payment must be as close as is administratively feasible to the actual disbursements and shall not exceed anticipated expenditures for a 30-day period. Then, upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the maximum liability of this Grant Contract.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Arts Commission

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

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Tennessee Arts Commission.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
  - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

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

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

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement report in the Tennessee Arts Commission online grant system within thirty (30) days of the Project End Date OR June 15, 2024, whichever is sooner, in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- a. Notwithstanding the foregoing, the Tennessee Arts Commission may contract with an entity for which a current employee of a State of Tennessee public higher education institution is providing art-related professional services as an employee or independent contractor outside his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the public higher education institution's rules, policies, or guidelines.



D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

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

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

The State:

Anne B. Pope, Executive Director  
Tennessee Arts Commission  
401 Dr. Martin L. King, Jr. Blvd  
Nashville, TN 37243-0780  
[Anne.B.Pope@tn.gov](mailto:Anne.B.Pope@tn.gov)  
Telephone # 615-741-1701  
FAX # 615-741-8559

The Grantee:

Daniel Singh,  
Metropolitan Nashville Arts Commission  
1417 Murfreesboro Pike  
Nashville, TN 37217-2810  
[daniel.singh@nashville.gov](mailto:daniel.singh@nashville.gov)  
Telephone #  
FAX #

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



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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual

services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
    - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
  - c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
  - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

**IN WITNESS WHEREOF,**

**Metropolitan Nashville Arts Commission:**

See next page

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**TENNESSEE ARTS COMMISSION:**

---

**ANNE B. POPE, EXECUTIVE DIRECTOR**

**DATE**



**SIGNATURE PAGE  
FOR  
GRANT NO. FY24 TN ARTS COMMISSION MCI GRANT**

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

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

*David Phoenix Ingh*

\_\_\_\_\_  
Metro Arts, Department

7-5-23

\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY  
OF FUNDS:

*Kelly Flannery*

\_\_\_\_\_  
Finance Director  
Department of Finance

7/15/2023 | 8:44 AM CDT

\_\_\_\_\_  
Date

APPROVED AS TO RISK AND INSURANCE:

*Balogun Cobb*

\_\_\_\_\_  
Director of Risk Management Services

7/20/2023 | 8:16 AM CDT

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND  
LEGALITY:

*Courtney Mohan*

\_\_\_\_\_  
Metropolitan Attorney

7/17/2023 | 9:48 AM CDT

\_\_\_\_\_  
Date

FILED:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

## ATTACHMENT A

| GRANT BUDGET   |  |                     |                     |                     |
|--|--|---------------------|---------------------|---------------------|
| Arts Categorical Grant: Major Cultural Institutions (MCI)  |  |                     |                     |                     |
| The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period: |  |                     |                     |                     |
| BEGIN: 7/1/2023  |  |                     |                     |                     |
| END: 6/30/2024   |  |                     |                     |                     |
| POLICY 03 Object Line-item Reference   | EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>   | GRANT CONTRACT      | GRANTEE MATCH       | TOTAL PROJECT       |
| 1. 2   | Salaries, Benefits & Taxes   | \$0.00              | 0.00                | \$0.00              |
| 4, 15  | Professional Fee, Grant & Award <sup>2</sup>   | \$90,300.00         | 0.00                | \$90,300.00         |
| 5, 6, 7, 8, 9, 10  | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications                                    | \$4,000.00          | 0.00                | \$4,000.00          |
| 11. 12   | Travel, Conferences & Meetings   | \$0.00              | 0.00                | \$0.00              |
| 13   | Interest <sup>2</sup>  | 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 <sup>2</sup>  | 0.00                | 0.00                | 0.00                |
| 18   | Other Non-Personnel <sup>2</sup>   | \$7,000.00          | 0.00                | \$7,000.00          |
| 20   | Capital Purchase <sup>2</sup>  | \$0.00              | 0.00                | \$0.00              |
| 22   | Indirect Cost  | 0.00                | 0.00                | 0.00                |
| 24   | In-Kind Expense  | 0.00                | 0.00                | 0.00                |
| n/a  | Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above) | 0.00                | \$101,300.00        | \$101,300.00        |
| 25   | <b>GRAND TOTAL</b>   | <b>\$101,300.00</b> | <b>\$101,300.00</b> | <b>\$202,600.00</b> |

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> 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**

**GRANT BUDGET LINE-ITEM DETAIL:**

| <b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>   | <b>AMOUNT</b>      |
|--|--------------------|
| Professional fees as detailed in application narrative & application budget narratives | \$90,300.00        |
| <b>TOTAL</b>   | <b>\$90,300.00</b> |

| <b>OTHER NON-PERSONNEL</b>  | <b>AMOUNT</b>     |
|---|-------------------|
| Non-personnel fees as detailed in application narrative & application budget narratives | \$7,000.00        |
| <b>TOTAL</b>  | <b>\$7,000.00</b> |

| <b>CAPITAL PURCHASE</b>  | <b>AMOUNT</b> |
|--|---------------|
| Capital Purchase fees as detailed in application narrative & application budget narratives | \$0.00        |
| <b>TOTAL</b>   | <b>\$0.00</b> |

**ATTACHMENT B****Federal Award Identification Worksheet**

|   |  |
|---|--|
| Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))  | Metropolitan Nashville Arts Commission   |
| Subrecipient's Unique Entity Identifier (SAM)   | LGZLHP6ZHM55   |
| Federal Award Identification Number (FAIN)  | 1914113-61-23 FY24 NEA Partnership   |
| Federal award date  | May 2023   |
| Subaward Period of Performance Start and End Date   | 7/1/2023 - 6/30/2024   |
| Subaward Budget Period Start and End Date   | 7/1/2023 - 6/30/2024   |
| Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.                                 | 45.025 Promotion of the Arts Partnership Agreement   |
| Grant contract's begin date   | 7/1/2023   |
| Grant contract's end date   | 6/30/2024  |
| Amount of federal funds obligated by this grant contract  | \$15,000.00  |
| Total amount of federal funds obligated to the subrecipient   | \$15,000.00  |
| Total amount of the federal award to the pass-through entity (Grantor State Agency)   | \$1,055,900.00   |
| Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)) | To support arts programs, services, and activities associated with carrying out the agency's National Endowment for the Arts-approved strategic plan.  |
| Name of federal awarding agency   | National Endowment for the Arts  |
| Name and contact information for the federal awarding official  | Lara Holman Garritano,<br>States & Regional Specialist<br>National Endowment for the Arts<br>400 7 <sup>th</sup> Street, SW<br>Washington, DC 20506<br><a href="mailto:garritanol@arts.gov">garritanol@arts.gov</a> , 202-682-5586 |
| Name of pass-through entity   | Tennessee Arts Commission  |
| Name and contact information for the pass-through entity awarding official  | Hal Partlow, Associate Director of Operations<br>Tennessee Arts Commission<br>401 Dr. M.L.K. Jr Blvd.<br>Nashville, TN 37243<br><a href="mailto:Hal.partlow@tn.gov">Hal.partlow@tn.gov</a> , 615-741-2093                          |
| Is the federal award for research and development?  | No   |
| Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)                      | N/A  |

Resolution No. RS2023-1986

A resolution approving an application for a Major Cultural Institution grant from the Tennessee Arts Commission to the Metropolitan Government, acting by and through the Metro Arts Commission, to provide general operating support.

WHEREAS, the Tennessee Arts Commission is accepting applications for a Major Cultural Institution grant, with an award of \$150,000.00 and required matching funds of \$150,000.00; and,

WHEREAS, the Metropolitan Government is eligible to participate in this grant program; and,

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

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

Section 1. That the grant application of the Metropolitan Government, acting by and through the Metro Arts Commission, for a Major Cultural Institution grant to provide general operating support, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metro Arts Commission is authorized to submit said application to the Tennessee Arts Commission.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

INTRODUCED BY:

DocuSigned by:

*Kelly Flannery/mjw*

Kelly Flannery, Director  
Department of Finance

*[Signature]*

*[Signature]*

APPROVED AS TO FORM AND LEGALITY:

Member(s) of Council

DocuSigned by:

*Courtney Mohan*

Metropolitan Attorney

## GRANT APPLICATION SUMMARY SHEET

**Grant Name:** Major Cultural Institution 24

**Department:** ARTS COMMISSION

**Grantor:** National Endowment for the Arts

**Pass-Through Grantor (If applicable):** TENNESSEE ARTS COMMISSION

**Total Applied For:** \$150,000.00

**Metro Cash Match:** \$150,000.00

**Department Contact:** Daniel Singh  
860-2377

**Status:** CONTINUATION

**Program Description:**

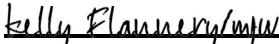
General Operating Support for Metro Arts. NOT to be re-granted.

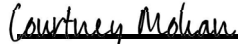
**Plan for continuation of services upon grant expiration:**

This grant allows us to cover program and direct expenses related to art programs, research and community engagement not covered in our Metro Operating Budget.

**APPROVED AS TO AVAILABILITY OF FUNDS:**

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
  
 1/9/2023  
 Director of Finance Date

DocuSigned by:  
  
 1/9/2023  
 Metropolitan Attorney Date

**APPROVED AS TO RISK AND INSURANCE:**

DocuSigned by:  
  
 1/9/2023  
 Director of Risk Management Date  
 Services

DocuSigned by:  
  
 1/9/2023  
 Metropolitan Mayor Date

(This application is contingent upon approval of the application by the Metropolitan Council.)

### Grants Tracking Form

Part One

|   |                                   |   |                                     |   |          |   |  |
|---|-----------------------------------|---|-------------------------------------|---|----------|---|--|
| <b>Pre-Application</b> <input type="radio"/>  |                                   | <b>Application</b> <input checked="" type="radio"/> |                                     | <b>Award Acceptance</b> <input type="radio"/>       |          | <b>Contract Amendment</b> <input type="radio"/> |  |
| Department  | Dept. No.                         | Contact   |                                     | Phone   | Fax      |   |  |
| ARTS COMMISSION   | 041                               | Daniel Singh  |                                     | 860-2377  | 862-6731 |   |  |
| <b>Grant Name:</b>  | Major Cultural Institution 24     |   |                                     |   |          |   |  |
| <b>Grantor:</b>   | National Endowment for the Arts   |   |                                     | <b>Other:</b>                                       |          |   |  |
| <b>Grant Period From:</b>   | 07/01/23                          | (applications only) Anticipated Application Date:   |                                     | 01/09/23  |          |   |  |
| <b>Grant Period To:</b>   | 06/15/24                          | (applications only) Application Deadline:           |                                     | 01/09/23  |          |   |  |
| <b>Funding Type:</b>  | FED PASS THRU                     | <b>Multi-Department Grant</b>                       |                                     | <input type="checkbox"/> <b>If yes, list below.</b> |          |   |  |
| <b>Pass-Thru:</b>   | TENN. ARTS COMMISSION             | <b>Outside Consultant Project:</b>                  |                                     | <input type="checkbox"/>                            |          |   |  |
| <b>Award Type:</b>  | COMPETITIVE                       | <b>Total Award:</b>                                 |                                     | \$150,000.00  |          |   |  |
| <b>Status:</b>  | CONTINUATION                      | <b>Metro Cash Match:</b>                            |                                     | \$150,000.00  |          |   |  |
| <b>Metro Category:</b>  | Est. Prior.                       | <b>Metro In-Kind Match:</b>                         |                                     | \$0.00  |          |   |  |
| <b>CFDA #</b>   | 45,025                            | <b>Is Council approval required?</b>                |                                     | <input checked="" type="checkbox"/>                 |          |   |  |
| <b>Project Description:</b>   | Applic. Submitted Electronically? |   | <input checked="" type="checkbox"/> |   |          |   |  |
| General Operating Support for Metro Arts. NOT to be re-granted.   |                                   |   |                                     |   |          |   |  |
| <b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>   |                                   |   |                                     |   |          |   |  |
| This grant allows us to cover program and direct expenses related to art programs, research and community engagement not covered in our Metro Operating Budget. |                                   |   |                                     |   |          |   |  |
| <b>How is Match Determined?</b>   |                                   |   |                                     |   |          |   |  |
| <b>Fixed Amount of \$</b>   |                                   | or  |                                     | 100.0%  |          | <b>% of Grant</b>                               |  |
|   |                                   |   |                                     |   |          | <b>Other:</b> <input type="checkbox"/>          |  |
| <b>Explanation for "Other" means of determining match:</b>  |                                   |   |                                     |   |          |   |  |
|   |                                   |   |                                     |   |          |   |  |
| <b>For this Metro FY, how much of the required local Metro cash match:</b>  |                                   |   |                                     |   |          |   |  |
| <b>Is already in department budget?</b>   |                                   | yes   |                                     | <b>Fund</b>   |          | 10101   |  |
| <b>Is not budgeted?</b>   |                                   |   |                                     | <b>Business Unit</b>                                |          | 41105000  |  |
| <b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>   |                                   |   |                                     | <b>Proposed Source of Match:</b>                    |          |   |  |
|   |                                   |   |                                     | ART Basic Grants                                    |          |   |  |
| <b>Other:</b>   |                                   |   |                                     |   |          |   |  |
| <b>Number of FTEs the grant will fund:</b>  |                                   | 0.00  |                                     | <b>Actual number of positions added:</b>            |          |   |  |
| <b>Departmental Indirect Cost Rate</b>  |                                   | 11.77%  |                                     | <b>Indirect Cost of Grant to Metro:</b>             |          | \$35,310.00                                     |  |
| <b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No   |                                   | <b>% Allow.</b>                                     |                                     | 0.0%  |          | <b>Ind. Cost Requested from Grantor:</b>        |  |
|   |                                   |   |                                     |   |          | \$0.00  |  |
|   |                                   |   |                                     |   |          | <b>in budget</b>                                |  |
| <b>*If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</b>  |                                   |   |                                     |   |          |   |  |
| <b>Draw down allowable?</b>   |                                   | <input checked="" type="checkbox"/>                 |                                     |   |          |   |  |
| <b>Metro or Community-based Partners:</b>   |                                   |   |                                     |   |          |   |  |
|   |                                   |   |                                     |   |          |   |  |

Part Two

| Grant Budget                |                   |                 |               |               |                  |                         |                     |                       |                        |                             |
|-----------------------------|-------------------|-----------------|---------------|---------------|------------------|-------------------------|---------------------|-----------------------|------------------------|-----------------------------|
| Budget Year                 | Metro Fiscal Year | Federal Grantor | State Grantor | Other Grantor | Local Match Cash | Match Source (Fund, BU) | Local Match In-Kind | Total Grant Each Year | Indirect Cost to Metro | Ind. Cost Neg. from Grantor |
| Yr 1                        | FY24              |                 | \$150,000.00  |               | \$150,000.00     | 10101, 411050000        |                     | \$300,000.00          | \$35,310.00            | \$0.00                      |
| Yr 2                        | FY__              |                 |               |               |                  |                         |                     | \$0.00                |                        |                             |
| Yr 3                        | FY__              |                 |               |               |                  |                         |                     | \$0.00                |                        |                             |
| Yr 4                        | FY__              |                 |               |               |                  |                         |                     | \$0.00                |                        |                             |
| Yr 5                        | FY__              |                 |               |               |                  |                         |                     | \$0.00                |                        |                             |
| <b>Total</b>                |                   | \$0.00          | \$150,000.00  | \$0.00        | \$150,000.00     |                         | \$0.00              | \$300,000.00          | \$35,310.00            | \$0.00                      |
| <b>Date Awarded:</b>        |                   |                 |               |               |                  | <b>Tot. Awarded:</b>    |                     | <b>Contract#:</b>     |                        |                             |
| (or) <b>Date Denied:</b>    |                   |                 |               |               |                  | <b>Reason:</b>          |                     |                       |                        |                             |
| (or) <b>Date Withdrawn:</b> |                   |                 |               |               |                  | <b>Reason:</b>          |                     |                       |                        |                             |

Contact: [juanita.paulsen@nashville.gov](mailto:juanita.paulsen@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)



Major Cultural Institutions FY 2024

Metro Nashville Arts Commission  
A-2211-17596 | \$150,000.00

Metro Arts Nashville FY24 Operating Support

Status: Application

**Application NOT submitted**

This application has not been submitted.

Please fill out the application in it's entirety. Check that all sections are completed. Save often and then click Submit. After you press save and submit, refresh your browser and check this box to see if your application was successfully submitted. If you continue to see this red box, your application has not been submitted.

If you receive a generic compliance warning and cannot identify missing information, check for REQUIRED DOCUMENTS near the bottom of your application.

**▼ APPLICANT PROFILE**

When you are editing the form, remember to click the Save button before navigating away—the form will not auto-save.

Fields marked with an asterisk\* are required.

\*Fiscal Year: 2024

Grant Category: Major Cultural Institutions

\*Is this your first time applying for Commission Funds? No

\*Are you applying as: Entity of Government

Organization Name: Metro Nashville Arts Commission

Primary Contact: Daniel Singh



▼ SAVE APPLICATION

After filling out the "Applicant Profile" section, make note of your application number (example: A-1610-01021, A-1611-01101, etc.) and save the application. You may then select the EDIT button at the top of the screen and continue filling out the application.

**Save your work frequently!** If you leave this page, this application may be found in your grantee portal under the "Draft Applications" link on the navigation menu to your left. You may select your application, click the EDIT button, and continue filling it out.

When you are editing the form, remember to click the "Save" button before navigating away. The form will not auto-save. **Fields marked with an asterisk\* are required.**

▼ PROJECT/PROGRAM DESCRIPTION

**\*Project Title:** Metro Arts Nashville FY24 Operating Support

**\*Funding Description:**

Funds will be used for the general operating support of Metro Arts: Nashville Office of Arts and Culture.

**Date(s) of Project Activity** (must be between July 1, 2023 and June 15, 2024)

**\*Project Start Date:** 7/1/2023

**\*Project End Date:** 6/15/2024

**\*Number of days the project activity will occur:** 350

**\*Estimated Number of Adults Engaged:** 925000

**\*Estimated Number of Youth Engaged:** 75000

**\*Estimated Number of Total Individuals Engaged:** 1000000

**Media organization or media based project?** No

**\*Estimated Number of Artists Participating:** 1800

**Underserved Participants**

Estimate the **percentage** of this project's audience that is "traditionally underserved or underrepresented." Be realistic in underserved audiences may cross county lines. Percentages should reflect those individuals primarily reached in the "Estimated Total Individuals Benefiting" section.

- % who are children (under 18):** 20%
- % who are people of color:** 40%
- % who are living in rural communities or isolated settings:** 7%
- % who are people with disabilities:** 12%
- % who are senior citizens (65 and over):** 15%

**Proposed Project Accessibility Statement**

The Commission is committed to providing access to the arts for traditionally underserved artists and constituents, including people of color, people with disabilities, children, people living in rural communities or isolated settings, and senior citizens. In the space provided, indicate efforts made by your organization to include underserved artists and audiences in your proposed project/programming.

Metro Arts believes ALL Nashvillians should be able to participate in a creative life; and that the arts drive a vibrant and equitable community.

Cultural Equity embodies the values, beliefs, policies and practices that ensure that all people can fulfill their rights of cultural expression and belonging, participation, learning, and livelihood within the arts ecosystem.

This includes a specific commitment by Metro Arts to people who have been historically underrepresented in mainstream arts funding, discourse, leadership and resource allocation; including, but not limited to, people of color, people of all ages, differently abled people, LGBTQ people, women, and the socio-economically disadvantaged. A full Cultural Equity statement can be found on our website: <https://www.metroartsnashville.com/equity>

**▼ Project Discipline Item Details**

**\*Project Discipline:** 14 Multidisciplinary

**\*Type of Activity:** None of the above - 99

**\*Strategic Outcome:** Engagement: Americans Throughout the Nation Experience Art.

**\*Arts Education:** Less than 50% of this project's activities are arts education directed to: K-12 students

**NARRATIVE INFORMATION**

**\*OPERATIONAL SUMMARY**

**▼ Operational Summary Instructions**

Please provide a narrative description of your organization's history and mission by addressing the following issues:

- Leadership activities including within the community that the organization serves and within the community where
- Identifying and serving underserved populations
- Marketing strategies and accomplishments
- Publications, films, recordings, slide shows, etc.
- Educational projects and programs
- Productions, presentations, and exhibitions
- Supplying evidence of the long-term viability and sustainability

### Operational Summary Narrative:

**History and Mission:** Metro Nashville Arts Commission or “Metro Arts” is the office of Arts & Culture for the city of Nashville and Davidson County and the designated Local Arts Agency. Our mission is to drive a more vibrant and equitable community through the arts. We strive to ensure that all Nashvillians have access to a creative life through community investments, artist and organizational education and training, public art, and direct programs that involve residents in all forms of arts and culture.

Metro Nashville Arts Commission was established in 1978 by Metro Charter.

**Leadership & Accomplishments:** In this past year, Metro Arts has sought to examine our own policies, challenges, and areas for growth as we strive to meet our mission. We've identified ways to reassert and support the growth of our commitment to the arts a tool to drive an equitable and vibrant community by working to formalize and recruit new community members to our Committee for Antiracism and Equity (CARE), by relaunching and expanding our Racial Equity in Arts Leadership (REAL) educational program to include project funds for cohort participants and have begun the process of developing an agency Equity Lens Tool. We continue to organize our staff structure to prioritize equity-focused programs within a restorative lens.

We are focusing our \$3M in annual grants on sustaining Nashville's arts organizations, and we've begun to reexamine our Thrive funding program's criteria to better serve artists and communities. We continue to prioritize investment in creative futures for young people through our Opportunity Now (now POWER Youth) summer youth employment program, our Diversity in Arts Leadership college internships with Americans for the Arts, and our Restorative Arts partnership with Davidson County Juvenile Court.

Like our inventive artist and organizational partners, we also found creative ways to pivot, directing our public art funds to support local artists struggling with pandemic and tornado effects. We channeled a National Endowment for the Arts (NEA) grant for the Madison neighborhood directly to local artists, whose projects brought the community together for a celebratory Madison on my Mind drive-through showcase. We've partnered with the Nashville Public Library to make original artwork more accessible to Nashvillians with the Metro Arts Lending Library.

In 2023, Metro Arts is entering its long-awaited next strategic planning process, which will examine how the arts can be even more integrated and in service to our community and hopefully guide us to increased funding and resources for the artistic lifeblood of Metro Nashville-Davidson County.

**Identifying and serving underserved populations:** To remove access barriers for small organizations, people of color led organizations, and artists of color, we regularly review and evaluate our funding guidelines, applications, scoring rubrics and monitoring processes in an effort to reduce apparent, and inadvertent, barriers that applicants experience when seeking financial support from Metro Arts. As a result, over the past few years the scores and rankings assigned to the applicants has shifted to reward authentic community engagement and conversely, challenged organizations who still employ practices that perpetuate inequity. Through this shift paired with the learning opportunities offered by Metro Arts, we have seen a transition among our grantees and artists funded that includes self-reflection and the implementation of more equitable practices. Data collected during grant and project closeout reports, as well as in monthly reports, allows Metro Arts to better understand the people it serves and identify gaps allowing us to better identify and serve historically underserved communities. In FY24, Metro Arts will also continue to develop and adopt an Equity Lens that will support inclusion and diverse representation across all programs. We've also dedicated additional staff resources to data collection, analysis and evaluation, which supports program and resource pivots.

**Marketing strategies, publications:** Metro Arts uses a wide variety of strategies to promote its activities and connect with major social media platforms, Metro Arts generates on average 15 posts per week. Additionally, a twice-monthly email newsletter is sent to more than 3,000 subscribers. Press releases and web site updates related to funding awards, public art selections, and other major news are distributed regularly. Training and informational videos are produced for each Metro Arts program. A comprehensive narrative and visual annual report are produced and distributed at the conclusion of the fiscal year. Through operational support in past years from TAC, Metro Arts has been able to hire and now supports a full time Communications Manager and Social Media positions. In addition to these publications, we've also begun a practice of archiving digital works and artist projects on our blog at metroartsnashville.com under News/Events.

**\*ACTIVITIES**

Explain all activities for the fiscal year for which funding is requested. Include information about planning procedures and accessibility. What goals do you wish to accomplish? You will be asked to report outcomes if awarded funding.

**Activities Narrative:**

**Grants:** In the fall of 2022, Metro Arts took a revisioning of the grants process to adopt a 'trust based' approach to our funding. Dana Parsons, with the Leadership Institute for Compassionate Changemaking, facilitated community editing sessions to identify barriers and challenges, to provide a feedback and recommendations to the Commission. These recommendations included flat funding, reduced application requirements for Small and Medium Organizations, elimination of revised budgets for operating grants, and elimination of matching funds. These and other changes were adopted for FY24 grants cycle by the Commission to further promote diversity, inclusion, and equity.

The Commission currently supports 54 nonprofit arts organizations through general operating support, as well as 22 Thrive projects grants supporting nonprofits and artists creating unique arts programming. Thrive is designed to build, strengthen, and cultivate communities in Nashville and Davidson County by supporting artist-led community art projects that encourage artistic and cultural experiences, community investment, and neighborhood transformation.

For FY24, Metro Arts will offer Thrive funds focusing in three areas: murals and community public art projects, community-based projects, and touring art projects. In addition, FY24 Thrive will include capacity building and disaster relief for artists and organizations. The goal of Thrive is to increase community engagement in the artists, support Nashville's creative workforce, and inspire creative placemaking.

**Restorative Arts:** This program is composed of local community partners who offer a variety of arts opportunities through instruction and mentorship to youth who are involved in the Juvenile Justice Center (JJC) or identified by the JJC as being youth populations in need of diversionary and restorative programs. The goal is to integrate a restorative identity (embracing the Restorative Justice in the Schools model) and utilize art as its vehicle with the hope of shifting the way in which youth understand and respond to conflict. Planning and evaluation occurs year-round with release of an application for partners in April and programs beginning August/September.

**POWER Youth (formerly Opportunity NOW):** In partnership with the Metro Action Committee, Metro Arts supports local businesses and non-profits to curate work experiences in artistic fields for young people ages 14-15 during the summer. Each business or nonprofit partner designs a project that emphasize arts-based learning and work readiness skills. Work sites are located throughout Davidson County.

**Diversity in Arts Leadership (DIAL):** In cooperation with American for the Arts, Metro Arts plans the DIAL summer intern program in late October with an application and interviews between January and February. Five undergraduate interns from traditionally unrepresented backgrounds in the arts administration field are matched with local arts organizations and supported with a mentor. The goal is to cultivate local arts administrator talent and attract diverse arts administration talent to create more diverse representation in this field. This past year interns were placed with the Cheekwood Botanical Garden & Museum, Country Music Hall of Fame, Nashville Symphony, Nashville Ballet and OZ Arts.

**Racial Equity in Arts Leadership (REAL):** REAL is a program that engages artists, organizational leaders and arts administrators in teaching and peer learning opportunities about antiracism and equity practices. Participants engage in seminars, lunch and learn sessions, and workshops to gain awareness, self/peer critique, and enact change within their

personal practices and organizational structures. Through a National Endowment for the Arts Grant in FY22, Metro Arts DC-40BF-B5CB-B29F837250DB\_ rts leaders can implement change in their organizations. REAL is facilitated in partnership with the Curb Center of Arts, Enterprise, and Public Policy at Vanderbilt University. This program application process takes place in the summer and follows a 9-month co-hort learning model, from September to May.

**The Committee for Antiracism and Equity (CARE)** of the Arts Commission supports the agency in keeping the promise of its mission to drive an equitable and vibrant community through the arts. Members of CARE represent Metro Arts Commissioners, staff and community stakeholders that include a wide range of organizational roles, skills, and points of view. Over the past several years, the Committee has worked toward creating a framework that will hold the agency accountable in becoming antiracist in its identity and working toward racial equity in all policies and practices.

**Public Art:** In addition to serving the greater Nashville area by maintaining a robust and diverse public art collection, Metro Arts is responding to the increasing public interest in murals and other public art projects through the development of policies such as the newly developed Temporary Art on Metro Property policy and application, which creates ease of citizen applications for public art permitting across Metro Departments, i.e. the newly formed Nashville Department of Transportation, General Services, Parks and Libraries. Metro Arts continues to support the local arts ecosystem through commissioning opportunities and paid-professional development opportunities specifically created for local artists. These efforts include local-only calls to artists, artist apprenticeships and working with local creative vendors such as local framers and art handlers to assist in various public art projects. In FY22, Metro Arts launched its Art Lending Library with the Metro Public Library system, which means library card holders can check out original artwork for up to three months to have in their home. This program will continue and will expand to new branch libraries in the future.

In FY24, Metro Arts will continue to engage in the following public art projects: Mill Ridge Park: Public art collective Daily Tous Le Jour is creating a site-specific artwork for this new park under construction in southeast Nashville. The future artwork will be an interactive, sound-based sculpture that celebrates the musical and cultural heritages represented in the fastest growing and most diverse community in Nashville. As part of the Mill Ridge project, Metro Arts is funding Nashville-based artist and composer Robbie Lynn Hunsinger to work as a mentee to Daily Tous Le Jour. Public art apprenticeships like this were designed by Metro Arts to create professional development opportunities for local artists interested in pursuing a career in public art. Mentee artists assist and shadow seasoned practitioners who have been awarded public art commissions. During Hunsinger's apprenticeship she has worked with local musicians, composers and bands who represent the diverse cultural and musical traditions of the southeast Nashville community. Recordings created by Hunsinger and local musical artists will be included in the interactive public artwork for the park. Donelson Library Public Library: Metro Arts is commissioning two new public artworks, one exterior and one interior, for the new Donelson Library. A local artist Amber Lelli will be commissioned for the interior public art location. And artist team Wow Haus for the exterior. Fairgrounds Nashville: Artist Blessing Hancock will complete a large-scale, site-specific public artwork at the Nashville Fairgrounds, also the site of the new MLS soccer stadium. This project also incorporates an public art apprenticeship supported by Hancock. Mentee Miriam Speyer, a local artist who has participated in Metro Arts' Thrive, Lending Library and Madison on My Mind programs, will gain public art experience by leading community engagement in order to inform the artwork design with Hancock. Kossie Gardener Sr. Park: Following deep community and neighborhood advisor engagement, Metro Arts commissioned local artist Elisheba Mrozik for the inaugural temporary mural wall project for this pocket park on Jefferson Street. The mural wall separates the park from interstate 40, which devastatingly impacted the North Nashville neighborhood in the 1960s.

#### **\*PARTNERSHIPS**

Describe how your organization utilizes public and private partnerships and the value of these partnerships to the community.

#### **Partnerships Narrative:**

Partnerships are central to our ability to reach more citizens and scale the impact of arts in our community. Our partnerships further emphasize how we collaborate to create or improve conditions within the local arts community to increase resources; drive equity, inclusion, and access; and enhance neighborhood infrastructure. The Grants Program is a partnership between Metro Arts and 54 unique arts organizations that provide arts programs impacting over 9 million

individuals (1 million during in-person activities) across Davidson County. The FY24 Thrive program encourages agencies such as its relationship with the Tennessee Arts Commission.

Metro Arts has a unique position as the leading arts agency in Nashville and the surrounding middle Tennessee area. This requires every action to be inclusive of its community, other Metro departments, and thoughtful of its partnering agencies such as its relationship with the Tennessee Arts Commission.

REAL (Racial Equity in Arts Leadership Program), Metro Arts works with the Curb Center at Vanderbilt to create curriculum, produce focused public events, and fund projects that support racial equity within Nashville arts organizations. The Juvenile Detention Center, Juvenile Courts, Metro Nashville Public Schools, and six experienced arts organizations are close partners on our Restorative Arts program that provides art programming through a restorative practices' framework. Additionally, Metro Arts partners with community leaders and artist-centered organizations to disseminate communications about opportunities beyond traditional media channels. Examples include outreach to local universities about internships, coordinating with the Arts and Business Council of Greater Nashville to reach arts businesses about funding opportunities to host youth summer employees over the summer, partnering with the Center for Nonprofit Management to reach arts nonprofits about federal relief funding.

#### **\*COMMUNITY SERVED**

Describe the community that your organization serves.

#### **Community Served Narrative:**

Nashville, Tennessee is home to the state capital and has the second largest county population in the state. The county's 526 square miles encompasses six independent municipalities outside of the consolidated city-county government, eight national and state protected areas, thirty-five council districts, and numerous unique neighborhoods. Consistently ranked as one of the top five cities in the country for its vibrant arts community, Nashville regularly appears in the National Center for Arts Research annual arts vibrancy index. Nearly 40,000 Nashville residents work directly in "creative" professions and thousands more are in ancillary careers supported through the for-profit music industry and cultural institutions within our city. Metro Arts serves the entire Metro Nashville-Davidson County. Most recent Census data gives a population range of between 626,681-715,884 people. However, this growth has produced inequitable benefit for residents. According to the most recent Community Needs Assessment conducted by Metro Social Services 12.4% of Nashville's population lives in poverty with people of color and children disproportionately impacted. Currently, people of color make up approximately 35% of the county's population. Currently 13% of Nashville residents are foreign-born and there are over 100 different languages spoken by students enrolled in Metro Nashville Public Schools (MNPS). Children under the age of 18 make up 20.6% of the county's population while seniors make up just under 12.5%.

Metro Arts seeks to serve this entire population through quality grantmaking focused on arts access, resource development, county-wide arts programming, maintaining a robust public art collection, and creative placemaking that supports equitable community development. Metro Arts engages arts organizations and individual artists to provide accessible arts programming to the people of Nashville. This past year, Metro Arts grantees provided over 1.2 million arts interactions with students through either field trips, in-school programming, and virtual arts education opportunities. Schools and cultural facilities are not the only spaces activated by artists and arts organizations. Arts programming took place at 50 private businesses, 10 colleges and universities, 17 Metro Parks, 33 places of worship, and 50 senior living communities. By activating non-traditional spaces, the projects we fund are reaching deep into Nashville neighborhoods, providing quality arts programming in every corner of the county.

#### **\*EVALUATION**

Explain how you will evaluate the success of the project or program(s) for which you are requesting funds and the value it adds to the community being served. Be Specific. You will be asked to report on the outcomes if awarded funding.

#### **Evaluation Narrative:**

Evaluation is a key component to all Metro Arts activities and programs. It includes the tracking of extensive quantitative reports submitted by all grantees and Restorative Arts providers and closeout reports submitted by all funding recipients in addition to surveys, interviews, and focus groups for various programs and projects. All Restorative Arts participants complete pre and post surveys to gauge program impact. To remove access barriers for small organizations, organizations led by people of color, and people of color artists, we regularly review and evaluate our grant guidelines, applications, scoring rubrics and monitoring processes in an effort to reduce apparent, and inadvertent, barriers that applicants experience when seeking financial support from Metro Arts. Funding recipient coaching and constant support is also provided. As a result, we have observed improvements in equity and diversity data points for participation across programs. Closeout report finances are carefully reviewed by the Finance and Operations team to ensure expense are in line with approved activities and align with Metro Arts goals and guidelines.

▼ FINANCIAL INFORMATION

▼ THREE-YEAR CASH OPERATING BUDGET HISTORY

**Year 1: Fiscal Year 2022**  
(Most Recently Completed Fiscal Year)

Cash Only  
**Expenses:** \$3,714,162.00  
**Revenues:** \$4,192,680.00

**Year 2: Fiscal Year 2023**  
(Current Fiscal Year)

Cash Only  
**Expenses:** \$4,954,590.00  
**Revenues:** \$4,954,590.00

**Year 3: Fiscal Year 2024**  
(Projected Fiscal Year)

Cash Only  
**Expenses:** \$5,025,290.00  
**Revenues:** \$5,025,290.00

**Variation Explanation**

Explain any variation of 10% or more between the current fiscal year and your most recently completed fiscal year.

We received a 15% budget increase. \$574,800 increase to grants budget, \$75,000 for Thrive programming, \$25,000 for equity related programming, and \$40,500.

**Deficit Explanation**  
 (a) How the shortfall was covered?  
 (b) What caused the shortfall and your organization's efforts to prevent its recurrence?

There were no deficits.

**PROJECTED PROJECT EXPENSES**

**\* Amount of Your Grant Request:** \$150,000.00

|  | Commission Funds Requested | Applicant Cash Participation |
|--|----------------------------|------------------------------|
| 1. Salaries, Benefits & Taxes  |                            | \$920,900.00                 |
| 2. Professional Fee, Grant & Award   |                            | \$3,841,180.00               |
| 3. Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications |                            | \$99,220.00                  |
| 4. Travel, Conferences & Meetings  |                            | \$14,000.00                  |
| 5. Insurance (Not allowed under Commission Funds )   |                            |                              |
| 6. Other Non-Personnel Invest  |                            | \$151,990.00                 |
| 7. Capital Purchase (only when allowable)  |                            |                              |
| 8. Indirect Cost (only when allowable)   |                            |                              |
| 9. In-Kind Expense (only when allowable)   |                            |                              |
| 10. Total Cash Expenses  |                            | <b>\$5,027,290.00</b>        |

In the text box below, enter an explanation for any expenses you listed on a line item either in the "Applicant Cash Participation" or "Commission Funds Requested" columns above. For APS, RAPS, AE-CL, AE-TT, AA, CP, and Pathways Only: Please provide hourly or daily rate breakdown for Contracted Personnel. See Expense and Income Definitions in the Document Library for reference.

**Explanation(s):**

- Executive Director, Public Art Manager, Public Art Project Manager, Public Art Coordinators (2), SFI Manager, SFI Programs & Evaluation Coordinator, Support & Engagement Coordinator, Youth Engagement Specialist, Finance & Operations Coordinator, Finance & Operations Director, Part-Time Communications Specialist, Office Coordinator
- Strategic Planning Consultants, Professional Development Consultants, Grant Financial Adjudicators, Thrive Artists, Learning Lab, Poetry In Motion and Temporary Public Art Commissions, Restorative Arts
- Press releases, dedication materials, advertisements, design services, photographic services, forums, workshops, advertisements, printing, office supplies, equipment rental, telephones, printing, postage
- AFTA Travel



6. Web hosting services, grants management system, project management system, ITS services, license fees, host subscriptions, review panels, public art inventory system

**\*Verify the total Project Cash Expenses:** \$5,027,290.00

Enter the amount of your total project cash expenses. This number should equal the sum of the total "Applicant Cash Participation" and the total "Commission Funds Requested" amounts from line 10 in the table above.

▼ PROJECTED PROJECT INCOME

|  | Amount                |
|--|-----------------------|
| 11. Earned Income - Admissions                                 |                       |
| 12. Earned Income - Contract Services                          |                       |
| 13. Earned Income - Other                                      |                       |
| 14. Contributions - Corporate                                  |                       |
| 15. Contributions - Foundation                                 |                       |
| 16. Contributions - Individual/Other Private                   |                       |
| 17. Government Support - Federal                               | \$51,790.00           |
| 18. Government Support - State/Regional (Exclude this request) | \$4,825,500.00        |
| 19. Government Support - City/County                           |                       |
| 20. Existing Funds   |                       |
| 21. Other  |                       |
| <b>22. Total Applicant Cash Income</b>                         | <b>\$4,877,290.00</b> |

In the text box below, enter an explanation for any income you listed above. See Expense and Income Definitions in the Document Library for reference.

**Explanation:**

- 18. FY24 ABC Grant
- 19. FY24 Metro Nashville General Fund Budget

This number should equal the total from line 22 above

**\*Verify the total Applicant Cash Income** \$4,877,290.00  
**above:**

**+ Amount Requested:** \$150,000.00

The Amount Requested will prepopulate from above data after you save your application.

**\*Total Projected Project Income:** \$5,027,290.00

▼ In-Kind Contributions

\$131,284.00

**In-Kind Contribution Total:**  
3-407A-8E43-DD320D86D3FE  
**In-Kind Contribution Summary:**

Volunteer time for selection panels, grant panels, commission and committee meetings.

▼ **REQUIRED DOCUMENTS**

Document types listed here are required for this application category. To upload documents, click the plus button next to the document type. Then click the "Add Files" button. Browse to the file and click "Open." Click the "Start Upload" button. When the upload is 100% completed, click the 'x' at the top right corner to close the document upload window. Once uploaded, the document will no longer be listed here, AND will appear at the bottom of the application in the "Required Documents" section.

**Required Documents**

Bios & Job Descriptions

DOCUMENTS



3.Social Media6.png

**Proof of Specialty License Plate**

Added by Ian Myers at 5:24 PM on January 3, 2023



3.Social Media5.png

**Proof of Specialty License Plate**

Added by Ian Myers at 5:21 PM on January 3, 2023



3.Social Media4.png

**Proof of Specialty License Plate**

Added by Ian Myers at 5:21 PM on January 3, 2023



3.Social Media3.png

**Proof of Specialty License Plate**

Added by Ian Myers at 5:20 PM on January 3, 2023



3.Social Media2.png

Proof of Specialty License Plate  
Added by Ian Myers at 5:19 PM on January 3, 2023



2. Website.png

**Proof of Specialty License Plate**

Added by Ian Myers at 5:19 PM on January 3, 2023



4. Newsletter.pdf

**Proof of Specialty License Plate**

Added by Ian Myers at 5:19 PM on January 3, 2023



3. Social Media.png

**Proof of Specialty License Plate**

Added by Ian Myers at 5:18 PM on January 3, 2023



1. Coordinator.txt

**Proof of Specialty License Plate**

Added by Ian Myers at 5:18 PM on January 3, 2023



2022\_Annual\_Comprehensive\_Financial\_Report\_121922.pdf

**Audit Response**

Added by Ian Myers at 3:47 PM on January 3, 2023



Metro Arts Organizational Chart 080422.pdf

**Organization Flowchart**

Added by Ian Myers at 3:43 PM on January 3, 2023



Arts Commission Roster 2023.pdf

**Board of Directors**

Added by Ian Myers at 3:21 PM on January 3, 2023



FY24\_AccessibilityChecklist.pdf

**Accessibility Checklist**

Added by Ian Myers at 3:19 PM on January 3, 2023



Nashville Arts Coalition.pdf

**Proof of Arts Advocacy**

Added by Ian Myers at 12:53 PM on January 3, 2023

DocuSign Envelope ID: B27B2C54-87C3-407A-8E43-DD320D86D3FE

2022 Annual Comprehensive Financial Report\_121922.pdf



**Financial Audit and Management Letter Annual**

Added by Ian Myers at 11:14 AM on January 3, 2023

   Crafting a Creative City Plan FINAL.pdf



**Long Range Plan / Strategic Plan**

Added by Ian Myers at 11:10 AM on January 3, 2023

  2. Contract.pdf

**Long Range Plan / Strategic Plan**

Added by Ian Myers at 11:08 AM on January 3, 2023



  TFTA receipt2.pdf

**Proof of Arts Advocacy**

Added by Ian Myers at 11:01 AM on January 3, 2023



**Optional Material Link(s):**

ORGANIZATION DOCUMENTS

  TitleVI\_CertificationForm\_FY22\_1-Final.pdf



**2022 Title VI Training Certification**

Added by Ian Myers at 6:50 PM on September 13, 2021

  TitleVI\_CertificationForm\_FY21.pdf

**2021 Title VI Training Certification**

Added by Caroline Vincent at 3:25 PM on September 18, 2020

  TitleVI\_CertificationForm\_FY20.pdf

**2020 Title VI Training Certification**

Added by Ian Myers at 2:06 PM on August 29, 2019

If you have submitted an application before through this online grants system, the organization documents you uploaded with previous requests will display in the "Organization Documents" section above. When submitting a new application, verify that the organization documents uploaded are the most recent versions. If not, please include the most recent versions before submitting. Do not delete prior versions.

## ▼ ORGANIZATION INFORMATION

### TO ALL APPLICANTS

As part of the application submission process, we require you to complete your organization profile as well as your application. The organization information below is from your organization profile. If any information is incorrect, please modify your organization profile.

**Website:** [www.artsnashville.org](http://www.artsnashville.org)

**Phone:** 615-862-6720

**Voice/TDD:** 615-862-6720

**Applicant Status:** 07 Government - County

**Applicant Institution:** 16 Arts Council/Agency

**Applicant Discipline:** 14 Multidisciplinary

**Accessibility Coordinator Name:** Ian Myers

**Title:** Finance and Operations Director

**Email Address:** [Ian.Myers@nashville.gov](mailto:Ian.Myers@nashville.gov)

**Federal 9-Digit EIN (Organization):** 62-0694743

**Unique Entity Id UEI (Organization):** LGZLHP6ZHM55

**Organizational Fiscal Year End Date (Organization):** June 30

**Physical Street Address:** 1417 Murfreesboro Pike

**Physical City:** Nashville

**Physical State:** Tennessee

**Physical 9-Digit Zip:** 37217-2810

**Physical County:** Davidson

**Mailing Street Address:** P.O. Box 196300

**Mailing City:** Nashville

**Mailing State:** Tennessee

**Mailing 9-Digit Zip:** 37219-6300

**Mailing County:** Davidson

**US House Congressional District Number:** 6

**Tennessee Senate District Number:** 19

**Tennessee House District Number:** 52

**Mission Statement:** To drive an equitable and vibrant community through the arts.

**Underserved Statement:** Metro Arts believes ALL Nashvillians should be able to participate in a creative life and that the arts drive a vibrant and equitable community. Cultural Equity embodies the values, beliefs, policies, and practices that ensure that all people can fulfill their rights of cultural expression and belonging, participation, learning, and livelihood within the arts ecosystem. This includes a specific commitment to ensuring all people can fulfill their rights of cultural expression and belonging. This commitment includes moving past simple representation and addressing systems of marginalization, exclusion, and oppression which have resulted in unequal resource allocation, voice, and visibility. These systems include but are not limited to those related to race, gender, sexuality, age, experience, financial status, indigeneity, and ability.

**Arts Advocacy Statement:** Metro Arts advocates for arts funding at the local, state, and national levels both through

ongoing education and membership/participation in advocacy groups. We are active members of Americans for the Arts, License Plate and Gift-A-Tag programs. We actively participate in the Parks, Libraries, and Arts Committee of Metro Council.

**Specialty License Plate Program Statement:** Metro Arts displays Specialty License Plate and Gift-A-Tag on the home page of our website, our bi-weekly e-newsletter contains information and links to purchase tags, and we regularly promote the program on our social media channels. Our work is enhanced by the funds from this program so we take advantage of every opportunity to encourage specialty license plate purchases.

**Board Information**

For 501(c)(3) organizations only: using the organization's current list of governing board of directors submitted with this application, supply the correct information.

**Organization Demographic:** No Single Group

**Number of individuals serving on the board:** 15

**Length of board member term (in years):** 4

**Maximum number of consecutive terms:** 2

**Number of times per year the full board meets:** 12

**Demographic Information**

TN County: Davidson

|   |     |
|---|-----|
| Children (Under 18)                         | 21% |
| People Living In Rural or Isolated Settings | 3%  |
| People Living with Disabilities             | 12% |
| People of Color                             | 35% |
| Senior Citizen                              | 11% |

**Board of Directors**

|   |     |
|---|-----|
| Children (Under 18)                         |     |
| People Living In Rural or Isolated Settings |     |
| People Living with Disabilities             |     |
| People of Color                             | 29% |
| Senior Citizen                              | 8%  |

**Organization Staff**

|   |     |
|---|-----|
| Children (Under 18)                         |     |
| People Living In Rural or Isolated Settings |     |
| People Living with Disabilities             |     |
| People of Color                             | 42% |

▼ CONTACT INFORMATION

TO ALL APPLICANTS

As part of the application submission process, we require you to complete your People Profile as well as your application. The contact information below is from your People Profile. If any information is incorrect, please modify your People Profile, found on the left-hand menu under Users.

Contact Title:

Contact Name: Daniel Singh

Contact Email Address: daniel.singh@nashville.gov

Contact Phone Number:

Contact Home Number:

▼ ASSURANCES

The applicant assures the Commission that:

1. The activities and services for which assistance is sought will be administered by or under the supervision of the applicant.
2. The filing of this application has been duly authorized by the applicant.
3. The applicant will expend funds received as a result of this application solely for the described project or program.

By signing this application, the applicant hereby assures and certifies that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213) and, where applicable, Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); as well as all regulations of the National Endowment for the Arts issued pursuant to these statutes and that it immediately will take any measures necessary to comply.

Application will not be accepted without TWO original signatures. Signatures cannot be from the same person.

Chief Authorizing Official (Chair or President of the Board)

\*Name and Title:

Matia Powell, Chair

Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.

\*I certify:

Yes

Project/Program Director

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DocuSign Envelope ID: B27B2C54-87C3-407A-8E43-DD320D86D3FE

**\*Name and Title:** Daniel Singh, Executive Director  
Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.

**\*I certify:**

Yes

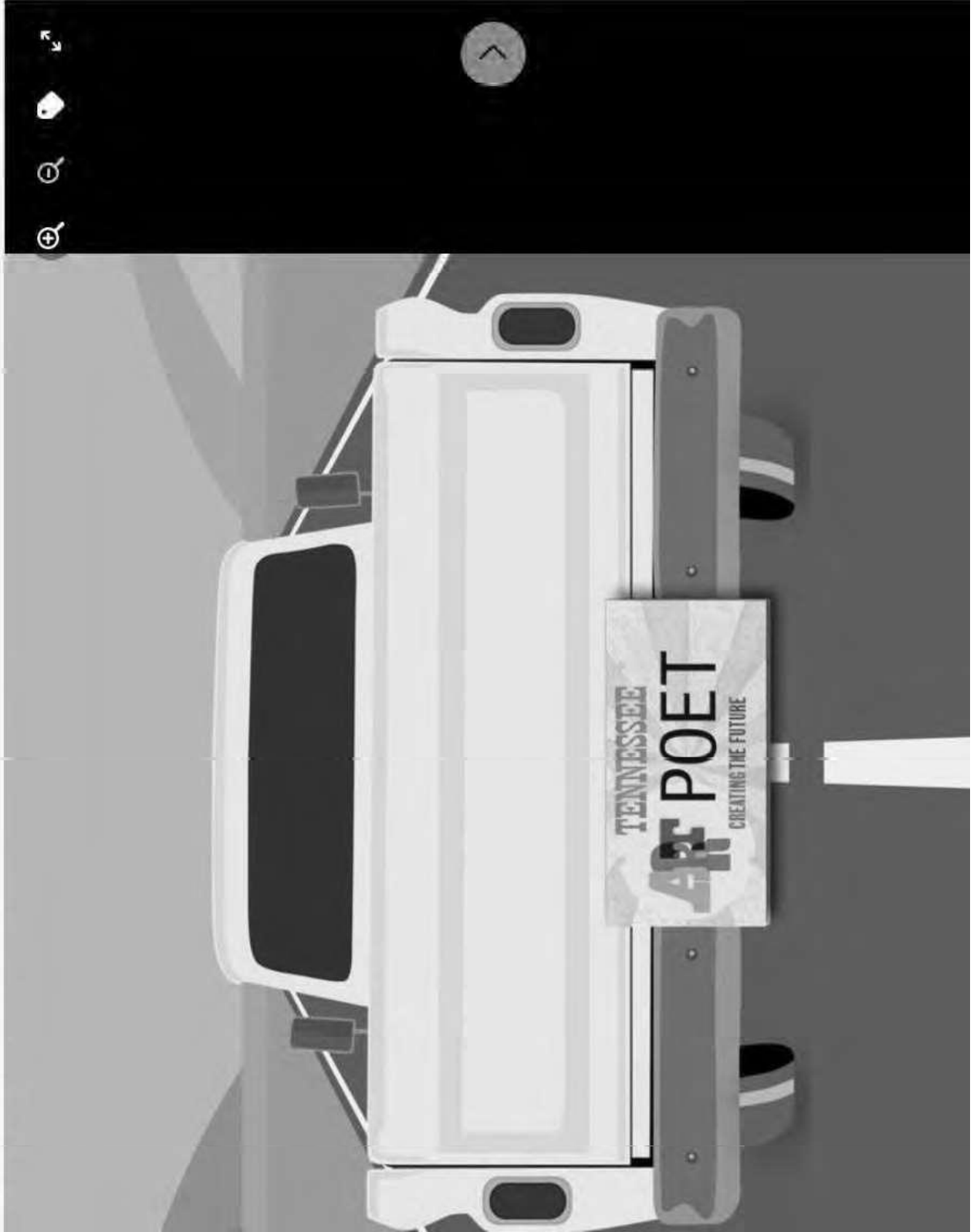
Note: If this application is being submitted by an organization acting as a fiscal agent for another organization, the Chief Authorizing Official and Project Director of the organization acting as fiscal agent and holding the not-for-profit letter of determination must sign this application.



s://www.facebook.com/photo.php?fbid=4448605043422378;set=pb,100064548737622,-2207520000.&type=3

DocuSign Envelope ID: 162F12A7-A6DC-40BF-B5CB-B29F837250DB

here on the favorites bar. [Manage favorites now](#)



**Metro Arts: Nashville Office**  
+ Culture

September 12, 2022 · 🌐

Did you know that your license plate can help you secure and provide grants / programs for arts and culture across the state of TN? The TN Special License Plate Program was created in the 1980s to provide a dedicated revenue source for arts and cultural activities across our state.

This program along with the Tennessee Art Commission and Tennesseans for the Arts support local arts organizations just like ours. Now you can show your support by stopping by your county clerk's office ... [See more](#)

👍 2

👍 Like   💬 Comment   ➦ Share

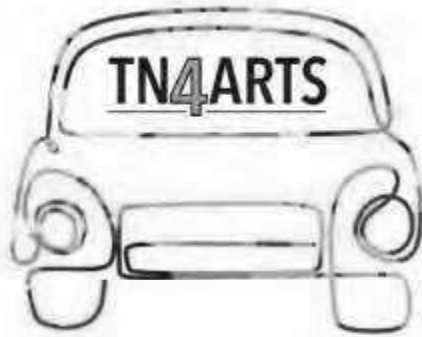
📝 Write a comment...

You're commenting as Ian Myers. To switch to another account, go to [Meta Business Suite](#).



Metro Arts / Nashville Office of Art... @MetroA... · Dec 29, 2022

Purchase a @TN\_Arts license plate and help invest in arts and cultural activities for schools, nonprofit and public orgs across TN! Plates can be purchased anytime at your local county clerk's office. Get your plate today! Learn more: [TN4Arts.org](http://TN4Arts.org)

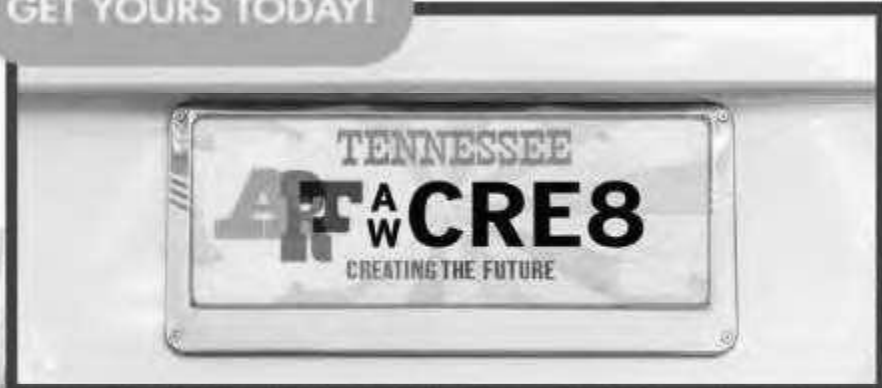


**DO YOU SUPPORT THE ARTS IN TENNESSEE?**



Join Tennesseans for the Arts & purchase your Arts License Plate!

**GET YOURS TODAY!**



[www.tn4arts.org](http://www.tn4arts.org)

115





**Metro Arts / Nashville Office of Art...** @MetroA... · Sep 12, 2022

Did you know that your license plate could help secure and provide grants / programs for the arts across TN? The TN Specialty License Plate Program along with the @TN\_Arts and @tn4arts actively support local arts organizations just like ours! Learn more: [TN4Arts.org](https://TN4Arts.org)





**Metro Arts / Nashville Office of Arts...** @MetroAr... - Jul 19, 2022

Purchasing an Arts License Plate is just one of the many things that you can do to get involved with @tn4arts. Their work supports, defends and expands public funding for the arts throughout the state (including through @TN\_Arts). Learn more: [tn4arts.org](http://tn4arts.org)




**Metro Arts / Nashville Office of Arts ...** @MetroArt... · Jul 1, 2022  
 Specialty plates are a great way to support the arts in Tennessee! Visit [@TN\\_Arts](https://thespecialtyplates.org)

**SUPPORT THE ARTS  
 WITH AN ARTS PLATE**







METRO ARTS IS FUNDED IN PART BY



**Support the Arts with a Specialty License Plate**

The arts are getting cut from state budgets across America. In Tennessee, we are fortunate to have an additional source of funding. The extra revenue we receive from specialty and personalized license plate sales has been key to funding the arts in Tennessee. More than 70% of the money used to fund the 800+ grants from the Tennessee Arts Commission last year was from the sale of these specialty license plates.



DocuSign Envelope ID: B27B2C54-87C3-407A-8E43-DD320D86D3FE  
TO: PUBLIC ARTS IN DONELSON, Funding Opportunities, Weekend Events & More!

From: Metro Arts (arts@nashville.gov)

To: ianjmyers@yahoo.com

Date: Friday, August 12, 2022 at 09:10 AM CDT

# ARTS ALERT

METRO ARTS / NASHVILLE



The deadline to apply for **Metro Arts Thrive Funds** is Monday, August 29th at 12pm CDT. [Learn more and apply here.](#)

**Arts at the Airport** invites artists and teams living in Tennessee to submit an application for the design and installation of three



### MEET US IN DONELSON TODAY!

Stop by the Metro Arts tent at the [Hip Donelson Farmers' Market](#) today between 4-7pm to meet [local artist Amber Lelli](#), who is creating a design for a suspended sculpture inside the new

indoor murals at Nashville International Airport. [Learn more and apply](#) by August 31st.

[Check out this great Nfocus article](#)

celebrating exceptional artists who teach their craft at **Girls Write Nashville, The Porch, and Nashville Jazz Workshop!**

**The United Way of Greater Nashville**

invites artists and community members of all backgrounds to help celebrate their 100th anniversary through a commemorative poster design contest. [Learn more here](#). Contest closes August 31st.

**Tomato Art Fest** has

been uniting fruits and vegetables since 2004. The annual festival in East Nashville is on August 12-13 and includes art, local music, delicious food, costumes, wacky contests, children's

**Donelson Library.** As part of the Metro Arts Public Art community engagement process, community members are invited to provide feedback and contribute to the "I Love Donelson Because..." board. Your ideas will inform Lelli's final design for this sculpture. Plus, Metro Arts and Nashville Public Library staff will be there to share information about the new library design, library opportunities, and Metro Public Art Collection. We hope to see you there!

[Read More About This Public Art Project](#)



**TEACHING ARTIST OPENINGS AVAILABLE!**

[Girls Write Nashville](#) is now hiring teaching artists for the 2022-2023 school year! Artists will lead after-school programs in Title I



MNPS schools focusing on songwriting, personal storytelling, music production and community building. Click below to learn more. Last day to apply is August 31st.

[Learn More and Apply!](#)



We love this [Tomato Art Fest](#)-themed design promoting the Tennessee Arts Commission's specialty license plate program! Created by W.O. Smith Music School (Check out the school's [website](#) or [Instagram](#).)

[Purchase a Specialty Plate](#)

activities, & more. [Here's the lineup!](#)

The next **100 Taylor Arts Market** is on Saturday, August 20th from 4-9pm! The market includes local fine art, music, food & adventures! [Meet and shop from the artists here.](#)

Check out [this great WSMV interview](#) with the **Nashville Summer Shakespeare Festival** actors Jarvis Bynum and Katie Bruno. The festival starts on August 18th.

And finally, **Metro Arts Alert** is moving to a monthly newsletter format, so look for future editions on the 1st of each month! We'll be sharing more on our socials, so be sure to follow us on [Facebook](#), [Twitter](#), and [Instagram](#) for updates throughout the month.



Funded in part by



Requests for accommodation please contact:

Metro Arts ADA Compliance Coordinator

Metro Nashville Arts Commission  
P.O. Box 196300

Nashville, TN 37219-6300  
(615) 862-6720 / TTY Relay Service 800-848-0298

Email: [arts@nashville.gov](mailto:arts@nashville.gov)

Web: [www.MetroArtsNashville.com](http://www.MetroArtsNashville.com)



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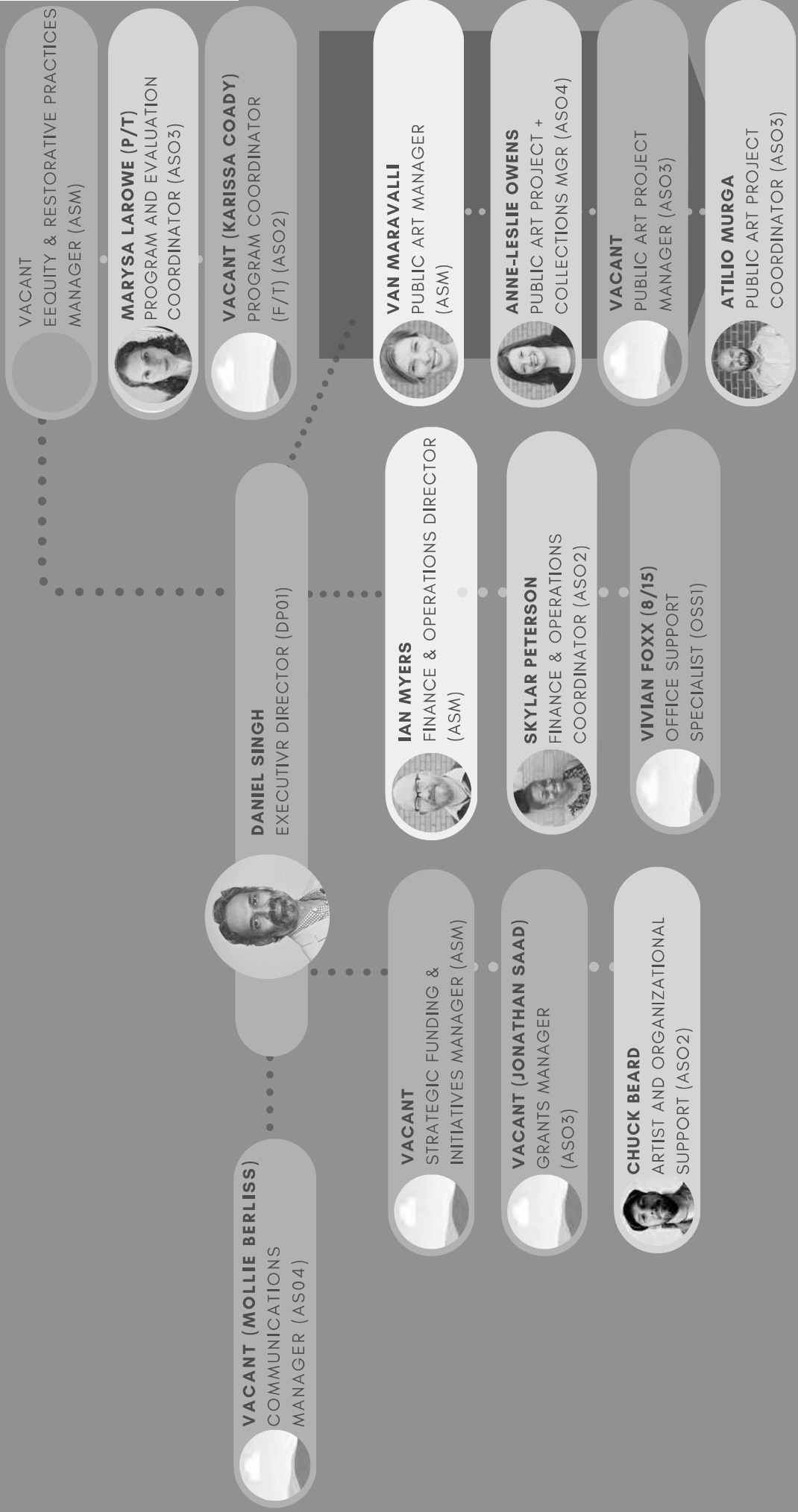
# METRO ARTS OFFICE OF ARTS+ CULTURE ORGANIZATIONAL CHART

### Vision

We strive to ensure that all Nashvillians have access to a creative life through community investments, artist and organizational training, public art, and direct programs that involve residents in all forms of arts and culture.

### Mission

Drive an Equitable and Vibrant Community Through the Arts





**METRO ARTS**

NASHVILLE OFFICE OF ARTS + CULTURE

Board of Commissioners  
Metropolitan Code of Laws Section 2.112.010

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Current term: 3/15/2022 - 3/14/2026

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Current term: 3/1/2022 - 2/24/2026

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Current term: 4/5/2022 - 4/1/2026

*Jim Schmidt Past Chair*

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Current term: 1/1/2021 - 1/1/2024

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1st term start: 5/7/2019

Current Term: 3/15/2022 - 4/26/2026

## Accessibility Checklist: MCI and CEP applicants only

**Name of Organization:** Metropolitan Nashville Arts Commission

**Date Submitted:** 1/3/2023

The Tennessee Arts Commission works to ensure that the arts are available to everyone. To help arts organizations better align with the Section 504 and the American Disability Act (ADA), this evaluations checklist is a tool that can assist in determining if spaces, programs, and arts activities are accessible by the broadest spectrum of people.

This is not an all-inclusive list and each arts organization/program should examine its accessibility needs based on a variety of factors. For a more comprehensive list and additional resources, visit the Tennessee Arts Commission website at <https://tnartscommission.org/art-grants/manage-your-grant/accessibility/>.

| <b>Facility/Location Readiness:</b>   | <b>YES</b> | <b>NO</b> |
|---|------------|-----------|
| There are an appropriate number of accessible parking spaces.   | X          |           |
| There is access to the building's entrance without the use of stairs.   | X          |           |
| There are accessible emergency exits and audio/visual emergency alarms.   | X          |           |
| There is appropriate seating available to accommodate different types of accessibility needs (i.e., people who are deaf seated in front of interpreter; people who have; vision loss being able to be seated near music vibrations at a concert; accessible seating for those in wheelchairs along with their companions, etc.) | X          |           |
| <b>Access for People with Vision Loss or Blind:</b>   | <b>YES</b> | <b>NO</b> |
| People with vision loss or blind are able to participate in the program.  | X          |           |
| If requested or as an ongoing service, large print materials are offered.   | X          |           |
| If requested or as an ongoing service, audio descriptive devices are offered.   | X          |           |
| Descriptive language and/or tactile aids are used when requested.   | X          |           |
| Service animals are welcomed.   | X          |           |
| <b>Access for People who are Deaf or Hard of Hearing:</b>   | <b>YES</b> | <b>NO</b> |
| People who are deaf or hard of hearing are able to participate in the program.  | X          |           |
| If requested, Sign Language Interpreters have been secured in advance.  | X          |           |
| If requested, Captioning and/or CART (computer-assisted real-time translation) are used.  | X          |           |
| <b>Access for people in Wheelchairs and/or Mobility Challenges:</b>   | <b>YES</b> | <b>NO</b> |
| People in wheelchairs and/or have mobility challenges are able to participate in the program.   | X          |           |
| Staff and volunteers know where ramps, elevators/lifts, and accessible restrooms are located.   | X          |           |
| Physical barriers have been addressed and wheelchair/mobility accommodations have been made before the person arrives.  | X          |           |

If any question is answered as "no," the organization should use this document as a self-evaluations tool to improve its accessibility practices.

To submit, attach this form to your application in the online grants system as a "document." For questions contact, Kim Johnson, Director of Arts Access, at kim.johnson@tn.gov or 615-532-9797.



**Order Number: 11672407** ( Status as of - 1/3/23 12:48 PM )  
**Customer Name: Ian Myers**  
**Customer Number: 5022389**

**Arts Organizations & Businesses**

What is the name of your company?  
Metro Arts: Nashville Office of Arts & Culture

| Type                     | Number  | Expires    | Name      | Price    | Service Fee |
|--------------------------|---------|------------|-----------|----------|-------------|
| Annual Revenue Over \$3M | 1053292 | 12/31/2022 | Ian Myers | \$600.00 | \$0.00      |

Delivery Method - Email Confirmation

**Additional Information:**

*Nashville Arts Coalition is a nonprofit organization with tax exempt status from the Internal Revenue Service under section 501(c)(3). You have received no goods or service. In exchange for your donation, and you may use this letter as your tax receipt to obtain any available deductions.*

**Cost Summary**

Purchases: \$600.00

**Payment Information**

MasterCard : x5915 \$600.00 1/3/2023

**Total**  
\$600.00

**Billing Address**

Ian Myers  
700 2nd Ave. S.  
Nashville, TN 37210  
United States





# METRO ARTS

Crafting a CREATIVE City  
Metro Arts' 5 Year Plan for Nashville



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## Introduction

The Metropolitan Nashville Arts Commission is a department of the Metro Nashville Government. Metro Charter created Metro Arts in 1978 to provide leadership that stimulates and advances the arts to enrich the human experience for the Nashville community.

Metro Arts last undertook strategic planning in 2010, soon after securing new leadership and in the community context of both a recession and a flood. During that process, it was our intent to re-set a clear direction for the agency and re-assert Metro Arts' position as a leader in community conversations and policies related to arts and culture.

Since 2010 our efforts to ensure that all Nashville residents and visitors have access to its vibrant arts and culture offerings have been led by an agency strategic plan. In response to that plan, Metro Arts increased the public art collection by 700%, launched new efforts like *Artober Nashville* and THRIVE to broaden arts engagement and access, and restructured our grant making to align with stated community outcomes.

In the last five years, our city, our citizens and our national context for arts, culture and creative economy have changed dramatically. The country continues to grow stronger after the Great Recession and Nashville has emerged as an international cultural mecca. Our population has grown and continues to point towards a future that is multicultural and multifaceted. Nationally, long term stagnation in federal policies and leadership has opened the way for cities to lead and drive the next edge of cultural innovation.

This new plan integrates the current landscape, builds on what we have learned and on where we've succeeded and identifies areas of strategic action. Our hope is that it sparks conversation, questions and strategic action in our creative ecosystem over the next five years.



## Value and Importance of Arts and Culture

Art, culture and creativity reflect a city's spirit and values—they are its pulse. Since its founding, arts and cultural participation have been central to Nashville's history and economic livelihood. The music infrastructure has acted as what cultural scholar, Dr. Elizabeth Currid-Halkett, calls a "Warhol Economy"—an informal culture of sharing and collaboration between creative people that generates social capital, new ideas and community identity. Through this affect, the music industry has served as a magnet attracting visual artists, actors, fashion designers and cultural organizations to this "Athens of the South". Nashville's diverse creative ecosystem is one of the many reasons it has become a cultural "It City" and international tourist destination. This combination of cultural production and cultural tourism represent 28% of the workforce and contribute more than \$13 billion dollars to the regional economy. The National Center for

Arts Research recently cited Nashville as the second most vibrant creative city in the U.S.—beating out Los Angeles and New York. Arts and culture then, are Nashville’s unique competitive edge. Metro Arts is the designated driver and facilitator of programs, policies and practices that support our arts and cultural vibrancy.

## NashvilleNext and Metro Arts

Metro Arts initiated an agency planning process concurrent with the larger *NashvilleNext* General Plan. Information gathered in dozens of *NashvilleNext* sessions, online surveys and forums were folded both into the General Plan and our agency’s new strategic plan. As a General Plan, *NashvilleNext* articulates a broad cultural, economic and placemaking framework for Nashville and the region in the context of the regions’ growth over the next twenty-five years.

Recommendations in *NashvilleNext* include specific actions or policies for Metro Arts as well as dozens of other public and private community stakeholders. Our plan knits together recommendations from *NashvilleNext* and improvements to our existing programs based on feedback from our own focus groups and interviews.

This plan articulates a strategic roadmap for Metro Arts relative to crafting a more creative and dynamic city, and recognizes that many other organizations must also coordinate their work to actualize the full *NashvilleNext* reality.

## Metro Arts and the Creative Ecosystem

The work of Metro Arts is anchored in the idea that arts and culture are created and consumed within a dynamic ecosystem within the community. Nashville’s creative ecosystem is substantially more robust than comparable cities, with thousands of nonprofit cultural organizations, small and large arts-related businesses, music and publishing corporations, schools and universities, and individual artists and creative workers of all types. Supporting all of these formal and structured creative entities are the thousands of Nashvillians who attend and support arts activities throughout the city.

Metro Arts can fulfill its mission only if it works broadly and deeply with all elements of the ecosystem. Our work therefore is not just about grants or public art or special projects. Our work is about facilitating/cultivating/strengthening this ever-changing ecosystem in the community that ultimately creates and drives art, culture and creative economy.

## Mission Vision and Values

We believe that a strong arts and cultural ecosystem contributes to a creatively healthy, innovative, connected and vibrant Nashville. While the vision remains the same, Metro Arts has updated its agency mission and values to better articulate a focus on community.

*Crafting a Creative City: The Metro Arts Commission Strategic Plan 2020*



## A Word About Words: Arts, Culture and Creative Economy

Throughout the plan three key terms *arts*, *culture* and *creative economy* are used to broadly define our work.

The term *arts* refers here to the nonprofit and artist-driven elements of our community spanning music, visual arts, performance, theater, film, craft and design.

*Culture* describes wide-ranging forces that may include ethno-specific rituals, programs and/or practices that define a community or neighborhood. For example, the practices of Chinese New Year or the African-Street Festival are a combination of the arts and culture intersecting in community through an event. Whereas, the Tomato Art Festival is not anchored in an ethnic tradition, but rather a series of cultural practices that have informed the identity of a neighborhood (in this case East Nashville). Arts and culture are terms with many, many variations but are used in this plan to frame how Nashville and Nashvillians experience creativity and produce creatively in our city.

*Creative economy* refers to activities, policies and programs that are specific to those individuals and businesses that create art and arts activities within the community. They can include graphic designers, fashion designers, galleries, music venues, photography and print shops, instrument dealers and artisan businesses that exist by the thousands in our city. It also envelops the more than 100 arts nonprofits including museums, historic homes, theatre and dance companies large and small.

## The Strategic Planning Process and Community Engagement

The strategic planning process included a series of community focus groups led by Metro Arts' strategic planning consultant Victoria Plettner-Saunders of the arts research and planning firm *v.p.s. cartographie*. During the month of December she and Kia Jarmon of the Nashville public relations firm MEPR Agency conducted six focus groups with Metro Arts' grantees, public artists, creative entrepreneurs and its community and business partners. Participants were asked to share their ideas, concerns, vision and knowledge about the role of arts and culture in Nashville and how it could be supported over the next five years through the work of Metro Arts.

Several of the key themes in this plan are in part a direct result of what we heard in those focus groups. In fact, this community feedback led to changes in Metro Arts' vision, mission and values to ensure that the work we do reflects the community's desire to support inclusivity, accessibility and the important role neighborhoods play in the Nashville ecosystem.

In addition, we heard about concerns for new resources, greater collaboration with the business community and more focus on building our collective creative infrastructure. You will see these addressed in the plan through new strategies, activities, and outcomes its Theory of Change.



Created from community focus group notes

## Assumptions that Inform Planning

Nashville has changed significantly in the last decade. Its population has grown steadily more diverse. Cultural factors such as independent arts businesses, grassroots arts organizations and individual artists have increased their reach and relevance.

Many of our established major cultural groups have grown in budgets and programs to respond to the community demand for cultural content. Simultaneously, many of our smaller organizations have focused

on outreach to key groups like seniors, youth and our growing ethnic populations to serve their growing and divergent cultural needs.

Nashville has thrived economically, but its investments in grants, professional training for artists and policies that support them has been stagnant for over a decade. Quite simply, Metro Arts and the ecosystem it supports have been asked to do more for more people with less money and limited policy support.

*NashvilleNext* and Metro Arts planning processes have uncovered some core conditions that must be addressed to continue on a path of cultural vibrancy.

## Community Challenges

Stagnant funding for Metro Arts grants, programs as well as for Metro Parks and Libraries cultural and arts programs.

Stagnant funding for visual arts, dance, and theater in MNPS.

Increased demand for diverse cultural programming to align with population demographic shifts.

Affordable artist production space and housing.

Weak facility infrastructure for cultural activation in neighborhoods.

Staff capacity – inability to increase staffing as needed for increased programs and services.

Changing community demographics.

Lack of coordinated post-graduate professional development for artists and creative entrepreneurs

## Community Opportunities

*NashvilleNext* momentum and focus on arts/culture/creative economy as a differentiating factor for the city/region.

Public engagement around neighborhood infrastructure and affordability issues.

Positive and arts-focused city brand.

Strong community, university and business partnerships with Metro Arts and cultural programming.

Strength of Music Makes Us Model & opportunity to scale within MNPS.

Major alignment with our Theory of Change and federal and national arts funders and policies.

Demand for cultural programming and public art in neighborhoods.

Strong partnerships with universities, Chamber, tourism and philanthropy leaders in community.

Increased development countywide.



## The Strategic Plan Explained

### Theory of Change

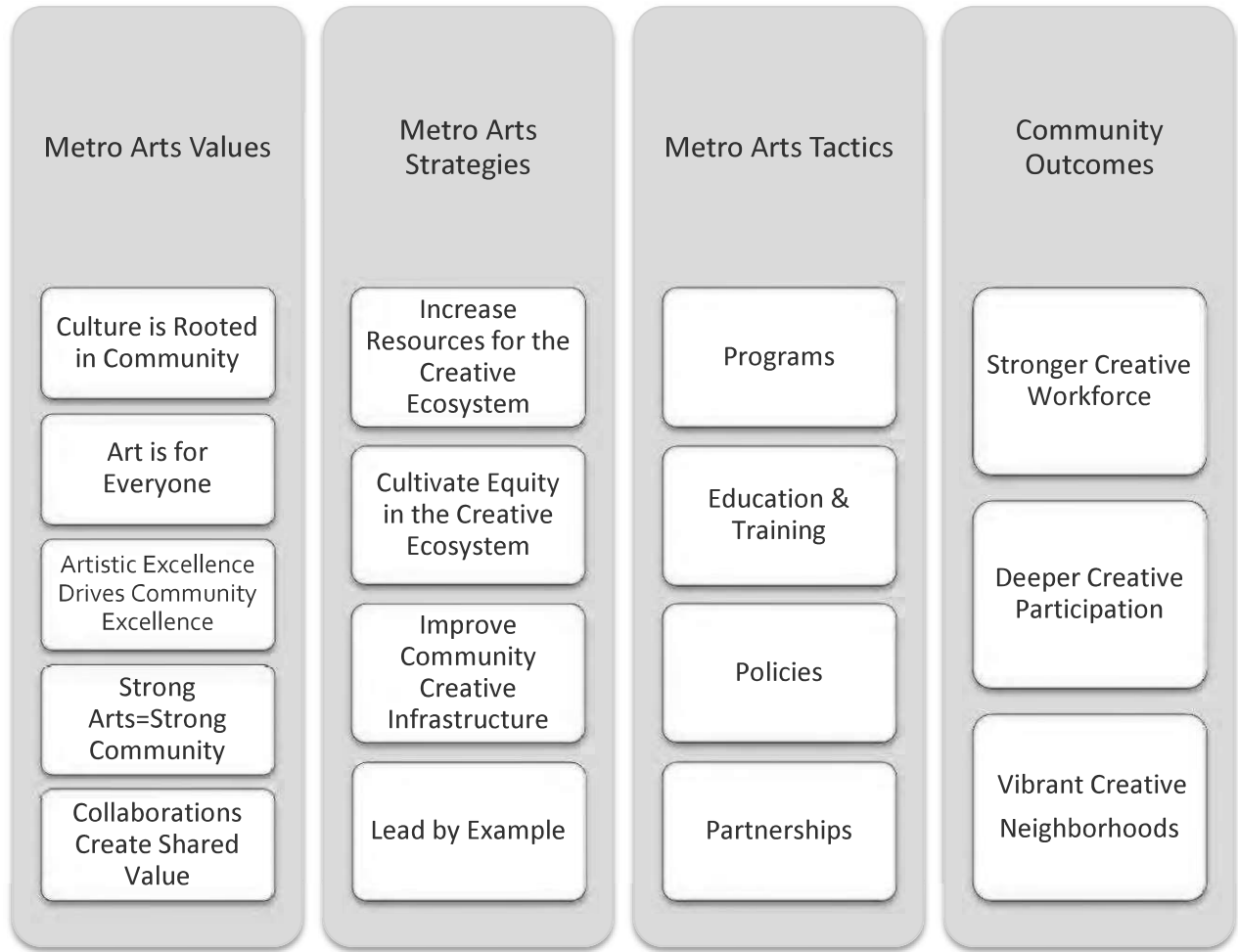
In 2010 Metro Arts adopted a Theory of Change and a logic model as a way to articulate and measure success towards achieving its mission. It describes how we believe our work leads to change. The logic model includes strategies, tactics and outcomes, which are influenced by Metro Arts' values and aimed towards achieving its vision.

In the new plan, the fundamentals of the Theory of Change are the same, but we have updated it along with our long-term strategies to reflect our new mission and focus on community vibrancy.

The diagram below shows Metro Arts' reframed values, strategies, tactics, and desired community outcomes. Together they form the logic model that will guide the agency's work through 2020.

During the planning process all of the agency's current activities were reviewed within this new context for community outcomes. Over the next five-years, as staff and Commissioners work the plan, many current activities (e.g. programs, partnerships, services etc.) will be continued and likely strengthened; while other new activities will be developed and implemented.

## Metro Arts Logic Model



**Metro Arts Vision**  
**Every Nashvillian Participates in a Creative Life.**



## Strategies

**Strategies are a means to focus the work over a long period of time.**

Metro Arts’ strategies articulate core conditions that we seek to strengthen and/or change within our larger creative ecosystem over the next five years. We believe that if we can make a positive, measurable difference in these key areas, we will see a stronger, more vibrant and creative Nashville.

The following updated **strategies** are highly reflective of input gleaned through stakeholder focus groups, staff and Steering Committee meetings in addition to *NashvilleNext* data and research.

### Increase Resources for the Creative Ecosystem

Nashville’s population is slated to swell by more than a quarter of a million residents in the next two decades. Our relative lack of corporate headquarters and small number of major individual arts patrons means the private sector funding base for the city is not as stable as peer cities. Additionally, our public investments in the arts have been frozen at \$4.12 per capita for more than a decade.

**Metro Arts must focus on right sizing public investments in grants, programs and public art that drive access and innovation.**

If Nashville is to remain red hot and make needed investments in arts access and cultural equity, we must grow the current state of resources available to artists and cultural nonprofits from all sectors. Specifically, Metro Arts must focus on right sizing public investments in grants, programs and public art that drive access and innovation.

### Cultivate Equity within the Creative Ecosystem

Cities are microcosms of the larger U.S. population. Nashville is home to a growing Hispanic population and dozens of deep immigrant and refugee populations from Hmong to Somali. Additionally, our city is both aging and growing younger—poised to have most of our population on polar ends of the age spectrum over the next few decades. As a major urban area we will continue to deal with the ripple effects of poverty as more than 20% of our population continues to live below the national poverty line.

Metro Arts must work to ensure that artists and cultural providers are reflective of the community we serve. This means dedicated attention to access to the arts from our largest institutions to our smallest, training around cultural equity, and supporting art and artists from communities that are not always well represented in exhibits, performances, museums or at the decision-making table in cultural policy.

### Improve Neighborhood-Based Creative Infrastructure

Neighborhoods are our city’s most dynamic creative delivery system. New songs are written in neighborhood coffee shops, new plays drafted at dive bars and everywhere communities love to support their “local made” artisan products. Nashville’s downtown core has a strong base of anchor institutions and arts businesses.

Over the next decade, Metro Arts must support and facilitate increased cultural infrastructure, programs and citizen engagement within neighborhoods throughout the county while supporting the energy of anchor institutions in the city core. This work will include scaling public art, expanding neighborhood based Metro and nonprofit cultural programs and working on policies that strengthen the cultural and economic vibrancy of neighborhoods from Buena Vista to Smith Springs Road.

## Lead By Example

Metro Arts cannot be a catalyst for community change unless our internal operations are world-class. We hope to drive partnerships and design model programs that serve as guideposts for Local Arts

**We hope to drive partnerships and design model programs that serve as guideposts for Local Arts Agencies around the country**

Agencies around the country. Overwhelmingly, focus groups pointed to the need to freshen and align the Metro Art brand with our vision and leadership role. We must address the public identity issue with resources and staff training. We must continue to invest in new technology tools that

make our programs relevant and accessible. Above all, we must address staff capacity, staff development and leadership succession in senior staff and the board. We will do this by remaining nimble, flexible, responsive and focused on innovative risk-taking that fuels our mission.

## Tactics and Activities

Metro Arts delivers on these long-range strategies through organized **tactics**. Within these tactical areas there are **activities** that are carried out on a day-to-day, short-term and/or long-term basis. The activities are incorporated into an agency work-plan that guides workflow and assists with monitoring accountability. They are organized around four themes:

### Programs

Programs are ongoing core projects that Metro Arts directly manages and delivers to the community. These include the design and installation of new public art, *Artober Nashville*, Poetry in Motion®, our operational and program grants and key one-time special projects we may undertake.

### Education & Training

Education & Training refers to workshops, classes and online content developed and delivered by Metro Arts, or in partnership with community collaborators such as the Arts & Business Council or Vanderbilt University. The intent is to build the capacity of teachers, artists or cultural agencies around key skills such as evaluation, access/equity or public art practice.

### Policies & Plans

One of the key activities in which Metro Arts engages is serving as a subject matter expert on public planning processes from neighborhood or parks master plans to creative workforce development task

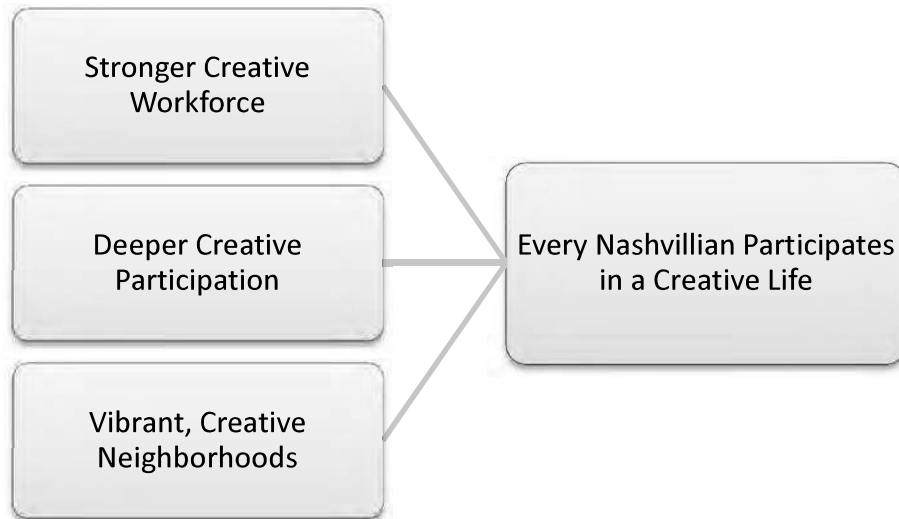
forces. Our leadership on these community and private sector planning collaborations often uncovers areas for policy action where Metro Arts may act as a leader or part of a collective on policies that improve the cultural landscape in Nashville. For example, this may mean work on artist affordable housing, artisan manufacturing land use zoning changes or reauthorization of federal arts education bills in Congress.

## Partnerships

Most of our work is communitywide and is far more effective in concert with universities, nonprofits and businesses. Metro Arts must create time and staff capacity to work on task forces, special projects, advisory councils and other collaborative efforts that advance our mission and key strategies.

## Community Outcomes

The results, or outcomes, that we would like to achieve in the community through implementation of the plan are an extension of those that guided the previous strategic plan. Moreover, they respond to our recent community engagement efforts, the assumptions that informed our efforts, and a desire to align our work with *NashvilleNext*. They are also in keeping with our agency values.



## Five-Year Work Plan

### Strategy One: Increase Resources for the Creative Ecosystem

| Tactic                          | Ongoing Activities   | Short-Term Activities<br>(2015 - 2017)  | Long-Term Activities<br>(2017 - 2020)  |
|---------------------------------|--|---|--|
| <b>Programs</b>                 | Metro Arts Grants<br>TAC/ABC Subgrants<br>Artober Nashville<br>THRIVE<br>Artist Directory<br>ArtsBuzz<br>Poetry In Motion®   | Align grant categories and funding philosophy to new Outcomes<br>Expand THRIVE Program  | Create new grant categories and funding sources related to community innovation  |
| <b>Training &amp; Education</b> | Grantee training workshops<br>THRIVE Online Tutorials<br>Support Periscope Program   | Update the Grant Outcomes Measurement<br>Create Grantee Measurement Toolkit<br>Create THRIVE Project Toolkit  |  |
| <b>Policies &amp; Plans</b>     | Participate in Creative Edge Coalition   | Establish a Task Force to Study and Recommend Sustainable Cultural Revenue Model (SCRM), including grant funding, and a Public Art Maintenance Fund | Implement the SCRM recommendations<br>Dedicated cultural grant pool<br>Establish incentives for integrating public art in private development<br>Establish Public Art Maintenance Fund |
| <b>Partnerships</b>             | Expand Music Makes Us Hub<br>Support Nashville Arts Coalition, Tennesseans for the Arts and Americans for the Arts advocacy platforms<br>NowPlayingNashville.com Events<br>Calendar, Artist Directory & Arttober Nashville website | Create Access in a Creative City series and program with Curb Center for Art, Enterprise & Public Policy  |  |

### Strategy Two: Drive Equity within the Creative Ecosystem

| Tactic                          | Ongoing Activities  | Short-Term Activities (2015 - 2017)  | Long-Term Activities (2017 - 2020)   |
|---------------------------------|---|--|--|
| <b>Programs</b>                 | Arts Access and After-School Art Grants<br>THRIVE Program   | Expand funding for Arts Access Projects  |  |
| <b>Training &amp; Education</b> | Metro Arts Office Hours<br>Develop curriculum units around public art, conduct teacher training<br>Explore a Board Diversity Project with Arts & Business Council | Initiate Access in a Creative City Series with Curb Center for Art Enterprise & Public Policy.<br>Create the Public Art Public Programs and Community Engagement Plan to connect and educate the public about the Public Art Program and the City's collection | Secure funding for long-term cultural equity programs and research (e.g. San Diego, Pittsburgh)<br>Implement Public Art Public Programs and Community Engagement Plan. This initiative may include tours, additional teacher training, a docent-type volunteer program, and speakers bureau or scout troop programs. |
| <b>Policies &amp; Plans</b>     |   | Establish Metro Arts Community Equity Advisory Committee   |  |
| <b>Partnerships</b>             | ECON Club Cultural Access Project (CAP)<br>Support MNPS and Music Makes Us with advocacy around funding arts within public schools                                | Explore Expansion of CAP Pilot with ECON Club of Nashville<br>Develop Long Term Partnership Activation Plans with NAZA, Oasis, Music Makes Us on equity/access/inclusion with young people   |  |

### Strategy Three: Improve Community-Based Creative Infrastructure

| Tactic                          | Ongoing Activities  | Short-Term Activities (2015 - 2017)  | Long-Term Activities (2017 - 2020)   |
|---------------------------------|---|--|--|
| <b>Programs</b>                 | Manage ExploreNashvilleArt.com<br>Manage Public Art commissions<br>Manage Metro Arts Grants Program | Establish Public Art Maintenance Program and Asset Management System.  | Establish Temporary Public Art Project Fund and Program  |
| <b>Training &amp; Education</b> |   | Establish THRIVE Learning Lab: Public Artist Development and Training Program  |  |
| <b>Policies &amp; Plans</b>     | Integrate a public art and cultural placemaking practice into Community Design Studio Protocols     | Initiate Public Art Master Plan process<br>Identify funds for a city-wide Cultural and Creative Economy Plan<br>Support the integration of Public Art within MTA, MPO, and MDHA-RAD long range plans<br>Update the Municipal Zoning Code to support artisan manufacturing practices and business models<br>Explore feasibility of city wide arts festival (e.g. South X Southwest) | Initiate Regional Cultural & Creative Economy Plan process<br>Establish Artist Studio Affordability and Preservation Incentives with private developers<br>Conduct feasibility research for Studio Preservation Trust Fund<br>Establish multi-year funding plan for Basic Operating Support grantees<br>Establish dedicated source of funding for Grants Program |
| <b>Partnerships</b>             | Establish <i>Culture Here</i> Infrastructure Portal with Nashville Chamber                          | Support Make Your Mark Artist Affordable Loan Program with The Housing Fund<br>Expand Culture Here regionally  |  |

### Strategy Four: Lead by Example

| Tactic                          | Ongoing Activities  | Short-Term Activities (2015 - 2017)   | Long-Term Activities (2017 - 2020)  |
|---------------------------------|---|---|---|
| <b>Programs</b>                 | Update and implement agency outcomes evaluation strategy  | Develop and implement a branding and visibility strategy<br>Add staff positions in media/social media and community programs<br>Establish earned revenue stream for direct Metro Arts programs like Artober, Poetry In Motion and ExploreNashvilleArt.com<br>Issue a graphic design contract<br>Develop an Agency Annual Report | Launch an Annual State of the Arts Report based on the Agency Annual Report |
| <b>Training &amp; Education</b> | Manage ArtsNashville.gov<br>Increase staff training and capacity and procure tools needed to develop multi-platform content—video, and other online content<br>Manage Metro Arts Cultural Equity Advisory Group | Initiate Leadership Succession Plan process for senior staff and board committees<br>Train all staff on existing Metro Arts Communications Plan.  |   |
| <b>Policies &amp; Plans</b>     |   |   | Staff represents community diversity  |
| <b>Partnerships</b>             | Serve on a wide network of boards, councils, task forces  | Serve on a wide network of boards, councils, task forces  | Serve on a wide network of boards, councils, task forces                    |

## Metro Arts Commission, Staff and Planning Participants

### Metro Arts Commissioners

Jane Alvis  
 Dr. Ruth Edmonds  
 Laurie Eskind  
 Matt Fischer  
 Don Hardin  
 Clay Haynes  
 Larry Keeton  
 Meg MacFadyen

Joseph Presley  
 Stephanie Pruitt  
 Marielena Ramos  
 Paula Roberts  
 Hope Stringer  
 Santi Tefel  
 Sherry West

### Metro Arts Staff

Jennifer Gilligan Cole, *Executive Director*  
 Rebecca Berrios, *Community Engagement Manager*  
 Kana Gaines, *Community Arts Coordinator*  
 Van Maravalli, *Public Art Coordinator*  
 Judy Miller, *Office Coordinator*

Ian Myers, *Finance Manager*  
 Anne-Leslie Owens, *Public Art Coordinator*  
 Leigh Patton, *Community Arts Manager*  
 Caroline Vincent, *Public Art Manager*

### Community Engagement and Focus Group Participants

Jenny Alexander, *OZ Nashville*  
 Angie Adams, *Nashville Ballet*  
 Elyse Adler, *Nashville Public Library*  
 Teri Alea, *Tennessee Craft*  
 Jerry Atnip, *Photographer*  
 Greg Bailey, *Bailey & Associates*  
 Jeanette Barker, *Nashville Ballet*  
 Jane Baxter, *Healing Arts Project*  
 Pete Bird, *Frist Foundation*  
 Hilrie Brown, *Watkins College*  
 Dr. Anne Brown, *The Arts Company*  
 Dane Carder, *Painter and Gallery Director, David Lusk Gallery*  
 Dr. Jay Clayton, *The Curb Center, Vanderbilt University*  
 René Copeland, *Nashville Repertory Theatre*  
 Dr. Susan Edwards, *Frist Center for the Visual Arts*  
 Brent Elrod, *Urban Housing Solutions*  
 Kaaren Engel, *Sculpture/Painter/Printmaker*  
 Mel Fowler-Green, *Circle Players*

Judy Freudenthal, *Oasis Center*  
 Andy Harding, *Artist/Sculpture*  
 Tim Henderson, *Humanities Tennessee*  
 Jim Hester, *Metro Parks and Recreation*  
 Kira Hilley, *Nashville Opera*  
 Tiffany Hodge, *Center for Refugees + Immigrants of Tennessee*  
 Craig Hoover, *LiveWorkLearnPlay: Master Developers and Placemakers*  
 Stacey Irvin, *Photographer*  
 Kim Johnson, *National Museum of African American Music*  
 Megan Kelley, *Maker/Doer/Writer*  
 Jennifer Kleine, *Circle Players*  
 Kelly Koeppel, *Printmaker/Graphic Designer*  
 Michelle Lacewell, *Nashville Area Metropolitan Planning Organization*  
 Ellen Lehman, *Community Foundation of Middle Tennessee*  
 Kwame Lillard, *African-American Cultural Alliance*



Jen-Jen Lin, Chinese Arts Alliance of Nashville  
Jamie London, Senior Center for the Arts  
Jane MacLeod, Cheekwood Botanical Gardens & Museum of Art  
Robert Marigza, Nashville Shakespeare  
Sallie Mayne, Chinese Arts Alliance of Nashville  
Michael McBride, Artist  
Bryce McCloud, Isle of Printing  
Sarah Martin McConnell, Music for Seniors  
Stephanie McCullough, Metro Planning Department  
Danielle McDaniel, Clay Lady Cooperative  
Heather Middleton, Nashville Convention and Visitor's Corp  
Chris Moise, TEDxNashville  
Holly Noble, Tennessee Performing Arts Center  
Kathleen O'Brien, Tennessee Performing Arts Center  
Adrienne Outlaw, Seed Space  
Tim Ozgener, OZ Nashville  
Chris Parham, Mayor's Office of Economic Development  
Jason Parker, Nashville Symphony  
Paul Polycarpou, Nashville Arts Magazine  
Stephanie Pruitt, Poet  
Jonah Rabinowitz, W.O. Smith Music School  
Amanda Roche, Choreographer/Dancer/Social Practice  
Andee Rudloff, Artist/Sculpture  
Laurie T. Schell, Metro Nashville Public Schools  
Tim Sears, AdventureScience Center  
Stephanie Silverman, Belcourt Theater  
Benjamin Smith, Southern Word  
Debra Smith, Nashville Convention and Visitor's Corp  
Roger Spencer, Nashville Jazz Workshop  
Bo Spessard, Emma, Inc.  
Noah Spiegel, Nashville Opera  
Brenda Stein, Wood/Craft/Public Artist  
Ronnie Steine, At-Large Council Member  
Derell Stinson, Entertainment & Information Technology Strategist  
Cathy Street, Street Theatre Company

Casey Summar, Arts & Business Council of Greater Nashville  
Massood Taj, Musician/Social Practice  
Justin Tam, Musicians Corner  
Bennett Tarleton, Retired Director, Tennessee Arts Commission  
Tasneem Tewogbola, Casa Azafran  
Jackie Tidwell, Arts & Business Council of Greater Nashville  
Ali Tonn, Country Music Hall of Fame  
Alan Valentine, Nashville Symphony  
Paul Vasterling, Nashville Ballet  
Benjamin Vitualla, Social Practice Artist/Community  
Cindy Wall, Belcourt Theatre  
Abby Whisenant, Community Artist/Teacher/Social Practice  
Lain York, Painter/Gallery Director/Zeitgeist Gallery  
Anna Zeitlin, Milliner/Gallery Manager



## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **The Cultural Planning Group (CONTRACTOR)** located at **6878 Navajo Road, #58, San Diego, CA 92119**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Pricing*
- *The solicitation documentation for RFQ# 104215 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*
- *Equal Business Opportunity (EBO) Program forms (incorporated by reference).*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide the consulting and planning services for Metro Arts as described and more fully defined in the solicitation.

#### 2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

### 3. CONTRACT TERM

### **3.1. Contract Term**

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

## **4. COMPENSATION**

### **4.1. Contract Value**

This Contract has an estimated value of \$165,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

### **4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

### **4.4. Escalation/De-escalation**

This Contract is not eligible for annual escalation/de-escalation adjustments.

### **4.5. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

#### **4.6. Invoicing Requirements**

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

#### **4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

### **5. TERMINATION**

#### **5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

#### **5.2. Lack of Funding**

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

#### **5.3. Notice**

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

## **6. NONDISCRIMINATION**

### **6.1. METRO's Nondiscrimination Policy**

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

### **6.2. Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

### **6.3. Equal Business Opportunity (EBO) Program Requirement**

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.

### **6.4. Covenant of Nondiscrimination**

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

### **6.5. Americans with Disabilities Act (ADA)**

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

## **7. INSURANCE**

### **7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

#### **7.2. Professional Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars

#### **7.3. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be coming on Metro Property or making on-site deliveries)

#### **7.4. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

#### **7.5. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

#### **7.6. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

#### **7.7. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**PROCUREMENTCOI@NASHVILLE.GOV**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

## **8. GENERAL TERMS AND CONDITONS**

### **8.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

### **8.2. Warranty**

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

### **8.3. Software License**

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

### **8.4. Confidentiality**

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

#### **8.5. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

#### **8.6. Information Security Breach Notification**

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.



### **8.7. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

### **8.8. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved

by CONTRACTOR;

- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

### **8.9. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

### **8.10. Monitoring**

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

### **8.11. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout

## Contract Purchase Agreement 6498801

documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

**8.12. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

**8.13. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

**8.14. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

**8.15. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is

in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

#### **8.16. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

#### **8.17. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated ' 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR 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.

#### **8.18. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

#### **8.19. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws 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, preparation 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 or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting 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 and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.02, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

**8.20. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, 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.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

**8.21. Attorney Fees**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

**8.22. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (preferred method)**

**OR**

**METRO PURCHASING AGENT**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVENUE SOUTH**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

**8.23. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**8.24. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**8.25. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

**8.26. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

**8.27. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

**Myers, Ian (Arts)**

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**From:** Tennesseans For The Arts <info@tn4arts.org>  
**Sent:** Tuesday, January 3, 2023 10:15 AM  
**To:** Myers, Ian (Arts)  
**Subject:** Thank you for Renewing with Tn4Arts!

**Attention:** This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

If you're having trouble viewing this email, you may [see it online](#)



Dear Ian Myers,

Thanks for your support of Tennesseans for the Arts. Your membership with us has been successfully renewed.

Your membership type: Annual revenue over \$3M

Your membership term: 1 YEAR

Your membership renewal date: 01/02/2024

If you have any questions about your membership then please reach out by email to [info@tn4arts.org](mailto:info@tn4arts.org)

Sincerely,

Tennesseans for the Arts

[www.tn4arts.org/](http://www.tn4arts.org/)

**ADDRESS**  
PO Box 158966 Nashville, TN 37215

**PHONE**  
(615) 440-9758

**EMAIL**  
[info@Tn4](mailto:info@Tn4)



## FY 2022 Title VI Training and Certification

Submission Date: 9/13/2021

Organization Legal Name: Metropolitan Nashville Arts Commission

Contact Person's information for any Title VI follow-up questions:

Name: Ian Myers

Email: [ian.myers@nashville.gov](mailto:ian.myers@nashville.gov)

Phone Number: 615-305-4005

### Title VI of the Civil Rights Act of 1964 Training Modules

Check at least ONE of the training modules below that your staff has watched to fulfill the requirements of Title VI training. To watch the training video, click on the module title.

- Module I** (approximately 26 minutes)  
Created by the US Department of Justice several years ago, this video provides an extended overview of Title VI. The closed captioning option is not recommended since auto-generation has resulted in discrepancies in the transcription.
- Module II: Part 1** (approximately 6 minutes)  
Created by the US Department of Justice several years ago, part 1 of this video provides a brief overview of Title VI and has appropriate closed captioning.
- Module III Part 1** (approximately 4 minutes)  
and **Module III Part 2** (approximately 4 minutes)  
Created by the Tennessee Arts Commission, these videos contain presentation slides on disparate treatment, disparate impact and specific examples of Title VI in arts programming.
- Module IV** (approximately 24 minutes with closed captioning available)  
Created in 2010 by the US Office for Civil Rights, US Department of Health & Human Services, this video explains Title VI, Limited English Proficiency (LEP), and the use of interpreters. This video however was not specifically designed for arts organizations and the examples are not reflective of arts programming, but it does give a good overview of Title VI concepts.

Additional videos for viewing on specific Title VI topics. These videos are for supplemental learning only and will not meet compliance for Title VI.

- Disparate Treatment and Impact (approximately 1 minute)
- Title VI and Limited English Proficiency (approximately 5 minutes)



List staff member names who have participated in the training:

Caroline Vincent, Ian Myers, Janine Christiano, Van Maravalli, Anne-Leslie Owens, Atilio Murga, Tre Hardin, Marysa LaRowe, Skylar Peterson, Grace Wright, Emily Waltenbaugh, Nichole Robinson, Natalie Alfaro Frazier.

Percentage of staff that has completed training: 100%

Check this box to verify that the above requirements for Title VI compliance have been met.

Has your organization received a Title VI complaint the current fiscal year?  Yes  No

If yes, please explain what has been done to address the complaint:

## **Title VI and Limited English Proficiency Policies and Procedures**

### **Title VI complaint procedure:**

In the event of a Title VI complaint, including LEP, that has been received by your agency, the following procedure will be used.

Please check the appropriate box for your agency. At least one of these boxes must be checked.

Minimum policy. Complaint will be routed to the TN Arts Commission's Title VI Coordinator within 48 hours of receiving the complaint for initial follow-up and possible investigation. All complaints must be submitted in written form either as an email or letter from the agency writing a full account of the alleged discriminatory event (include full details including names, times, date, and location information) or a written communication directly from the complainant (i.e., the person who has submitted the complaint).

OR

Agency-specific. Our agency has its own Title VI policies and procedures that will be followed if a complaint occurs, including notification to the Tennessee Arts Commission. Important: This policy must be uploaded to into the online system, FLUXX, as a document in the Organization Profile.

**Limited English Proficiency (LEP) procedures:**

It is required that agencies take reasonable steps to ensure that Limited English Proficiency (LEP) individuals have meaningful access to programs and services. In the event that your agency encounters an LEP individual who needs translation (written) or interpreting (verbal) services, the agency must have policies and procedures in place to assist that person. Assistance may include the use of language assistance lines, bi-lingual staff, community translators, university assistance, and/or other resources. The intent of these procedures is to find a balance that ensures meaningful access by LEP persons to critical services, while not imposing undue burdens on small nonprofits.

For more guidance, visit the National Endowment for the Arts Limited English Proficiency Policy for Grantees.

**Please check the appropriate box for your agency. At least one of these boxes must be checked.**

- Minimum policy. In case of assisting an individual with Limited English Proficiency, at a minimum, our agency will use the AVAZA language line offered free of charge by the TN Arts Commission. AVAZA's language line services can be accessed by calling the following: AVAZA's Language Line Number: 615-534-3400, Access Code: 51607.

For more information on what to expect when connecting with an AVAZA interpreter, visit the "documents library" in the TN Arts Commission's online grants system.

OR

- Agency-specific. Our agency has its own LEP procedures and policies and procedures that are followed. Important: This policy must be uploaded to into the online system, FLUXX, as a document in the Organization Profile.

Other compliance requirements (please note that in future years, these items will be required for the agency to be in compliance with Title VI):

- Title VI posters are required to be in public view at an agency's offices or programming site. The TN Arts Commission has hard copy posters available that can be mailed to your agency or you can download a copy of this poster from our website by clicking [here](#).
- Nondiscrimination policies are also required to be communicated on an agency's website or posted in a public place. As a model, the TN Arts Commission's policy can be found on our website by clicking [here](#).

If requested, any of these policies and procedures can be verified or viewed by the TN Arts Commission or other federal/state entities at any time.



## FY 2021 Title VI Training and Certification

Submission Date: 9/13/2021

Organization Legal Name: Metropolitan Nashville Arts Commission

Contact Person's information for any Title VI follow-up questions:

Name: Ian Myers

Email: [ian.myers@nashville.gov](mailto:ian.myers@nashville.gov)

Phone Number: 615-305-4005

### Title VI of the Civil Rights Act of 1964 Training Modules

Check at least ONE of the training modules below that your staff has watched to fulfill the requirements of Title VI training. To watch the training video, click on the module title.

- Module I** (approximately 26 minutes)  
Created by the US Department of Justice several years ago, this video provides an extended overview of Title VI. The closed captioning option is not recommended since auto-generation has resulted in discrepancies in the transcription.
- Module II: Part 1** (approximately 6 minutes)  
Created by the US Department of Justice several years ago, part 1 of this video provides a brief overview of Title VI and has appropriate closed captioning.
- Module III Part 1** (approximately 4 minutes)  
and **Module III Part 2** (approximately 4 minutes)  
Created by the Tennessee Arts Commission, these videos contain presentation slides on disparate treatment, disparate impact and specific examples of Title VI in arts programming.
- Module IV** (approximately 24 minutes with closed captioning available)  
Created in 2010 by the US Office for Civil Rights, US Department of Health & Human Services, this video explains Title VI, Limited English Proficiency (LEP), and the use of interpreters. This video however was not specifically designed for arts organizations and the examples are not reflective of arts programming, but it does give a good overview of Title VI concepts.

Additional videos for viewing on specific Title VI topics. These videos are for supplemental learning only and will not meet compliance for Title VI.

- Disparate Treatment and Impact (approximately 1 minute)
- Title VI and Limited English Proficiency (approximately 5 minutes)

List staff member names who have participated in the training:

Caroline Vincent, Ian Myers, Janine Christiano, Van Maravalli, Anne-Leslie Owens, Atilio Murga, Tre Hardin, Marysa LaRowe, Skylar Peterson, Grace Wright, Emily Waltenbaugh, Nichole Robinson, Natalie Alfaro Frazier.

Percentage of staff that has completed training: 100%

Check this box to verify that the above requirements for Title VI compliance have been met.

Has your organization received a Title VI complaint the current fiscal year?  Yes  No

If yes, please explain what has been done to address the complaint:

## **Title VI and Limited English Proficiency Policies and Procedures**

### **Title VI complaint procedure:**

In the event of a Title VI complaint, including LEP, that has been received by your agency, the following procedure will be used.

Please check the appropriate box for your agency. At least one of these boxes must be checked.

Minimum policy. Complaint will be routed to the TN Arts Commission's Title VI Coordinator within 48 hours of receiving the complaint for initial follow-up and possible investigation. All complaints must be submitted in written form either as an email or letter from the agency writing a full account of the alleged discriminatory event (include full details including names, times, date, and location information) or a written communication directly from the complainant (i.e., the person who has submitted the complaint).

OR

Agency-specific. Our agency has its own Title VI policies and procedures that will be followed if a complaint occurs, including notification to the Tennessee Arts Commission. Important: This policy must be uploaded to into the online system, FLUXX, as a document in the Organization Profile.

**Limited English Proficiency (LEP) procedures:**

It is required that agencies take reasonable steps to ensure that Limited English Proficiency (LEP) individuals have meaningful access to programs and services. In the event that your agency encounters an LEP individual who needs translation (written) or interpreting (verbal) services, the agency must have policies and procedures in place to assist that person. Assistance may include the use of language assistance lines, bi-lingual staff, community translators, university assistance, and/or other resources. The intent of these procedures is to find a balance that ensures meaningful access by LEP persons to critical services, while not imposing undue burdens on small nonprofits.

For more guidance, visit the National Endowment for the Arts Limited English Proficiency Policy for Grantees.

**Please check the appropriate box for your agency. At least one of these boxes must be checked.**

- Minimum policy. In case of assisting an individual with Limited English Proficiency, at a minimum, our agency will use the AVAZA language line offered free of charge by the TN Arts Commission. AVAZA's language line services can be accessed by calling the following: AVAZA's Language Line Number: 615-532-3405; Access Code: 400231

For more information on what to expect when connecting with an AVAZA interpreter, visit the "documents library" in the TN Arts Commission's online grants system. SEE ATTACHMENTS IN EMAIL FOR NOW.

OR

- Agency-specific. Our agency has its own LEP procedures and policies and procedures that are followed. Important: This policy must be uploaded to into the online system, FLUXX, as a document in the Organization Profile.

Other compliance requirements (please note that in future years, these items will be required for the agency to be in compliance with Title VI):

- Title VI posters are required to be in public view at an agency's offices or programming site. The TN Arts Commission has hard copy posters available that can be mailed to your agency or you can download a copy of this poster from our website by clicking [here](#).
- Nondiscrimination policies are also required to be communicated on an agency's website or posted in a public place. As a model, the TN Arts Commission's policy can be found on our website by clicking [here](#).

If requested, any of these policies and procedures can be verified or viewed by the TN Arts Commission or other federal/state entities at any time.



## FY 2020 Title VI Training and Certification

Submission Date: 9/13/2021

Organization Legal Name: Metropolitan Nashville Arts Commission

Contact Person's information for any Title VI follow-up questions:

Name: Ian Myers

Email: [ian.myers@nashville.gov](mailto:ian.myers@nashville.gov)

Phone Number: 615-305-4005

### Title VI of the Civil Rights Act of 1964 Training Modules

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Created by the US Department of Justice several years ago, part 1 of this video provides a brief overview of Title VI and has appropriate closed captioning.
- Module III**  
Part 1 (approximately 4 minutes)  
Part 2 (approximately 4 minutes)  
Created by the Tennessee Arts Commission, these videos contain presentation slides on disparate treatment, disparate impact and specific examples of Title VI in arts programming.
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Additional videos for viewing on specific Title VI topics. These videos are for supplemental learning only and will not meet compliance for Title VI.

- Disparate Treatment and Impact (approximately 1 minute)  
<https://www.youtube.com/watch?v=wWJAI4cEFCQ&feature=youtu.be>
- Title VI and Limited English Proficiency (approximately 5 minutes)  
<https://www.youtube.com/watch?v=mSGbIpKRQ-c&t=15s>

List staff member names who have participated in the training:

Caroline Vincent, Ian Myers, Janine Christiano, Van Maravalli, Anne-Leslie Owens, Atilio Murga, Tre Hardin, Marysa LaRowe, Skylar Peterson, Grace Wright, Emily Waltenbaugh, Nichole Robinson, Natalie Alfaro Frazier.

Percentage of staff that has completed training: 100%

Check this box to verify that the above requirements for Title VI compliance have been met.

Has your organization received a Title VI complaint the current fiscal year?  Yes  No

If yes, please explain what has been done to address the complaint:

## **Title VI and Limited English Proficiency Policies and Procedures**

### **Title VI complaint procedure:**

In the event of a Title VI complaint, including LEP, that has been received by your agency, the following procedure will be used.

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For more guidance, visit the National Endowment for the Arts Limited English Proficiency Policy for Grantees at <https://www.arts.gov/foia/reading-room/nea-limited-english-proficiency-policy-guidance>.

**Please check the appropriate box for your agency. At least one of these boxes must be checked.**

- Minimum policy. In case of assisting an individual with Limited English Proficiency, at a minimum, our agency will use the AVAZA language line offered free of charge by the TN Arts Commission. AVAZA's language line services can be accessed by calling the following: AVAZA's Language Line Number: 615-532-3405; Access Code: 400231

For more information on what to expect when connecting with an AVAZA interpreter, visit the "documents library" in the TN Arts Commission's online grants system. SEE ATTACHMENTS IN EMAIL FOR NOW.

OR

- Agency-specific. Our agency has its own LEP procedures and policies and procedures that are followed. Important: This policy must be uploaded to into the online system, FLUXX, as a document in the Organization Profile.

Other compliance requirements (please note that in future years, these items will be required for the agency to be in compliance with Title VI):

- Title VI posters are required to be in public view at an agency's offices or programming site. The TN Arts Commission has hard copy posters available that can be mailed to your agency or you can download a copy of this poster from our website at this link: <http://tnartscommission.org/wp-content/uploads/2015/04/Title-IV-poster.pdf>
- Nondiscrimination policies are also required to be communicated on an agency's website or posted in a public place. As a model, the TN Arts Commission's policy can be found on our website at this link: <http://tnartscommission.org/about-us/title-vi/>.

If requested, any of these policies and procedures can be verified or viewed by the TN Arts Commission or other federal/state entities at any time.



**APPLICATION FOR FY24 TN Arts Commission MCI Grant**

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

*Daniel Singh*

1-6-2023

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Executive Director  
Metro Arts

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Date

2023 JAN 31 PM 12:10  
FILED METROPOLITAN CLERK

# ORIGINAL

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**METROPOLITAN COUNTY COUNCIL**

**Resolution No. RS 2023-1986**

A resolution approving an application for a Major Cultural Institution grant from the Tennessee Arts Commission to the Metropolitan Government, acting by and through the Metro Arts Commission, to provide general operating support.

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*Introduced* FEB 07 2023

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

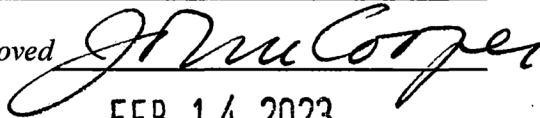
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*Adopted* FEB 07 2023

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*Approved* 

*By* FEB 14 2023  
*Metropolitan Mayor*

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**Certificate Of Completion**

Envelope Id: 53404650166B4A1BBA7003CD58D03BD8

Status: Completed

Subject: Complete with DocuSign: Arts Commission - Major Cultural Institution 24 Ready.pdf

Source Envelope:

Document Pages: 104

Signatures: 6

Envelope Originator:

Certificate Pages: 15

Initials: 1

Juanita Paulson

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelope Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Juanita.Paulsen@nashville.gov

IP Address: 170.190.198.190

**Record Tracking**

Status: Original

Holder: Juanita Paulson

Location: DocuSign

7/14/2023 10:20:22 AM

Juanita.Paulsen@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

**Signer Events****Signature****Timestamp**

Brittany Bryant

brittany.bryant@nashville.gov

Security Level: Email, Account Authentication (None)

*BB*

Sent: 7/14/2023 10:30:51 AM

Viewed: 7/14/2023 3:32:54 PM

Signed: 7/14/2023 3:40:00 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:**

Accepted: 7/14/2023 3:32:54 PM

ID: 72ddb6d6-d6158-42d3-8479-e33ad3187b25

Aaron Pratt

Aaron.Pratt@nashville.gov

Security Level: Email, Account Authentication (None)

*Aaron Pratt*

Sent: 7/14/2023 3:40:09 PM

Viewed: 7/14/2023 8:00:54 PM

Signed: 7/14/2023 8:01:06 PM

Signature Adoption: Pre-selected Style

Using IP Address: 12.131.52.146

Signed using mobile

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kelly Flannery

Kelly.Flannery@nashville.gov

Security Level: Email, Account Authentication (None)

*Kelly Flannery*

Sent: 7/14/2023 8:01:15 PM

Viewed: 7/15/2023 8:44:11 AM

Signed: 7/15/2023 8:44:41 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

**Electronic Record and Signature Disclosure:**

Accepted: 7/15/2023 8:44:10 AM

ID: 3cd2ca30-4764-4228-afed-bba254457b8e

Courtney Mohan

Courtney.Mohan@nashville.gov

Security Level: Email, Account Authentication (None)

*Courtney Mohan*

Sent: 7/15/2023 8:44:51 AM

Viewed: 7/17/2023 9:14:02 AM

Signed: 7/17/2023 9:48:45 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.144

**Electronic Record and Signature Disclosure:**

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

Accepted: 7/17/2023 9:14:02 AM  
ID: 483c3dcf-804b-43c9-847e-7d0bcf6e06a4

Balogun Cobb  
balogun.cobb@nashville.gov  
Security Level: Email, Account Authentication (None)

*Balogun Cobb*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.144

Sent: 7/17/2023 9:48:53 AM  
Resent: 7/19/2023 9:42:08 AM  
Viewed: 7/20/2023 8:16:37 AM  
Signed: 7/20/2023 8:16:49 AM

**Electronic Record and Signature Disclosure:**

Accepted: 7/20/2023 8:16:37 AM  
ID: 900dbb33-bee5-429f-bc31-4ced5c191e6b

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Danielle Godin  
Danielle.Godin@nashville.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 7/20/2023 8:16:59 AM  
Viewed: 7/20/2023 9:44:13 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 7/20/2023 8:17:00 AM  
Viewed: 7/20/2023 8:20:10 AM

**Electronic Record and Signature Disclosure:**

Accepted: 7/20/2023 8:05:52 AM  
ID: e4127bee-c0ea-4a98-bd90-eea818cad34

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|                     |                  |                       |
|---------------------|------------------|-----------------------|
| Envelope Sent       | Hashed/Encrypted | 7/14/2023 10:30:51 AM |
| Certified Delivered | Security Checked | 7/20/2023 8:16:37 AM  |
| Signing Complete    | Security Checked | 7/20/2023 8:16:49 AM  |
| Completed           | Security Checked | 7/20/2023 8:17:00 AM  |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
|--|
|--|