

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
API Middle Tennessee, Contract # _____**

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

This Grant Contract issued and entered into pursuant to Resolution RS2023 _____, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and API Middle Tennessee ("Recipient"), is for the provision of South Nashville Community Safety programs, as further defined in the "SCOPE OF PROGRAM". Additional documents including Recipient's compilation of financial statements are incorporated herein by reference as attachments A-F.

A. SCOPE OF PROGRAM:

A.1. The Recipient will use the grant funds as follows:

Recipient will assist the Metro Nashville Mayor's Office in implementing a program focusing on violence-interruption programs and strengthening anti-violence social norms and peer relationships.

Objective: To address the rise in violence and harassment directed at the Asian and Pacific Islander (API) community in Middle Tennessee by providing training and resources to interrupt violence, promote bystander intervention, and facilitate conflict de-escalation.

Deliverables:

1. Bystander Intervention to Stop Xenophobic Harassment Workshop:
 - Consistent with the grant application as proposed by the Recipient, host a workshop on bystander intervention in partnership with Right to Be, a national nonprofit organization.
 - Provide training to community members to address and prevent xenophobic harassment.
2. Conflict De-escalation Workshop:
 - Host a workshop on conflict de-escalation in partnership with Right to Be.
 - Deliver training on techniques to respond to tense situations and prevent further escalation.
3. Virtual Training Sessions for API-Serving Organizations:
 - Conduct two virtual training sessions tailored for API-serving organizations in Middle Tennessee.
 - Session 1: "How to Talk About Race in the Workplace" to foster dialogue, understanding, and inclusion.
 - Session 2: Consistent with the grant application as proposed by the Recipient, "Train-the-Trainer Workshop" co-facilitated by Right to Be and Asian Americans Advancing Justice to develop local facilitators.

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachments A and B. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record

Grant contract between the Metropolitan Government of Nashville and Davidson County and

API Middle Tennessee, Contract # _____

from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will commence on August 1, 2023, and end on July 31, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed twelve thousand dollars (\$12,000). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

Recipient may invoice for \$12,000 upon approval of the Grant Contract.

Receipts must be made available for all claimed expenses.

Recipient must send all invoices to **Metro Payment Services, PO Box 196301, Nashville TN 37219-6301.**

Final invoices for the contract period should be received by Metro Payment Services by August 15, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Mayor's Office of Community Safety, within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and

API Middle Tennessee, Contract # _____

- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- C.9. **Grant Subject to Availability of Funds.** This Grant Contract is subject to the availability of funds. In the event that funds are unavailable, Metro reserves the right to terminate this Grant Contract upon provision of written notice to Recipient. Metro's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by Metro. Upon provision of written notice to Recipient, Recipient shall cease all work associated with this Grant Contract. Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- D. **STANDARD TERMS AND CONDITIONS:**
 - D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
 - D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
 - D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
 - D.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written

Grant contract between the Metropolitan Government of Nashville and Davidson County and

API Middle Tennessee, Contract # _____

approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit an Interim Program Report, to be received Mayor's Office of Community Safety, by no later than February 17, 2024, and a Final Program Report, to be received by Mayor's Office of Community Safety, within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

Grant contract between the Metropolitan Government of Nashville and Davidson County and

API Middle Tennessee, Contract # _____

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

D. 14. Indemnification and Hold Harmless.

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

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

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

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

D.15. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.

D.17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

D.18. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

Grant contract between the Metropolitan Government of Nashville and Davidson County and

API Middle Tennessee, Contract # _____

D.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.20. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

Grant contract between the Metropolitan Government of Nashville and Davidson County and

API Middle Tennessee, Contract # _____

D.23. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Mayor's Office of Community Safety
1 Public Square,
Nashville, TN 37201
(615) 492-1932

For enquiries regarding invoices:
Mayor's Office of Community Safety
1 Public Square,
Nashville, TN 37201
(615) 492-1932

Recipient

Joseph Gutierrez, Executive Director
API Middle Tennessee
1860 Belle Arbor Dr
Nashville, TN 37207
(615) 767-1962

D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

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

D.25. **Certification Regarding Debarment and Convictions.**

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
API Middle Tennessee, Contract # _____**

- iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).
- D.26. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

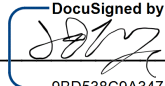
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**Grant contract between the Metropolitan Government of Nashville and Davidson County and
API Middle Tennessee, Contract # _____**

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


RECIPIENT: API MIDDLE TENNESSEE

APPROVED AS TO AVAILABILITY OF
FUNDS:

DocuSigned by:
By:  _____
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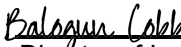
Title: Joseph Gutierrez, Executive Director

Date: 7/19/2023



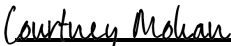
Director of Finance

APPROVED AS TO RISK AND
INSURANCE:



Director of Insurance

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
API Middle Tennessee, Contract # _____**

TABLE OF CONTENTS OF ATTACHMENTS

- A. Grant Spending Plan
- B. Spending Plan Addendum
- C. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Documentation
- D. Tennessee Secretary of State Nonprofit Confirmation
- E. Compilation of financial statements by an independent CPA
- F. Non-profit Grants Manual Receipt Acknowledgment

Grant Spending Plan

RECIPIENT NAME:	API Middle Tennessee
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: August 1, 2023 – July 31, 2024				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$800		\$800
	Benefits and Taxes (%)	\$0		\$0
	Professional Fees	\$9,000		\$9,000
	Supplies	\$100		\$100
	Communications	\$100		\$100
	Postage and Shipping	\$0		\$0
	Occupancy	\$1,000		\$1,000
	Equipment Rental and Maintenance	\$0		\$0
	Printing and Publications	\$0		\$0
	Travel/ Conferences and Meetings	\$1,000		\$1,000
	Insurance	\$0		\$0
	Specific Assistance to Individuals	\$0		\$0
	Other Non-Personnel	\$0		\$0
	GRAND TOTAL	\$12,000		\$12,000

Spending Plan Addendum

API Middle Tennessee provided a spending plan that includes:

\$800 for a portion of staff compensation for grant management and reporting;

\$9,000 for professional fees for the facilitation of four workshops tailored to the community;

\$100 for supplies including workshop facilitation tools (paper, pens, markers, etc);

\$100 for communications that cover translation to outreach participants and anti-violence messaging;

\$1,000 for occupancy covering workshop venue fees; and

\$1,000 for travel conferences and meetings that cover travel and lodging for workshop facilitators.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

API MIDDLE TENNESSEE
1860 BELLE ARBOR DR
NASHVILLE, TN 37207-1120

Date: 11/27/2020
Employer ID number: 85-2736339
Person to contact: Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending: December 31
Public charity status: 170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required: Yes
Effective date of exemption: August 23, 2020
Contribution deductibility: Yes
Addendum applies: No
DLN: 26053658001180

Dear Applicant:

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

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

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Tre Hargett
Secretary of State

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

Filing Information

Name: API Middle Tennessee

General Information

SOS Control #	001123307	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	08/23/2020
	08/23/2020 9:25 AM	Fiscal Year Close	12
Status:	Active		
Duration Term:	Perpetual		
Public/Mutual Benefit:	Public		

Registered Agent Address
JOSEPH GUTIERREZ
1860 BELLE ARBOR DR
NASHVILLE, TN 37207-1120

Principal Address
1860 BELLE ARBOR DR
NASHVILLE, TN 37207-1120

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

<u>Date Filed</u>	<u>Filing Description</u>	<u>Image #</u>
06/02/2023	Notice of Determination	B1405-1755
04/06/2022	2021 Annual Report	B1196-9030
03/29/2021	2020 Annual Report	B1007-6907
08/23/2020	Initial Filing	B0915-2645

<u>Active Assumed Names (if any)</u>	<u>Date</u>	<u>Expires</u>
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API Middle Tennessee

Financial Statements
December 31, 2022

API Middle Tennessee

Table of Contents
December 31, 2022

Independent Accountant’s Compilation Report 1

Financial Statements

Statement of Financial Position 2
Statement of Activities 3
Statement of Functional Expenses 4
Statement of Cash Flows 5



Independent Accountant's Compilation Report

To the Board of Directors of
API Middle Tennessee

I have compiled the accompanying statement of financial position of API Middle Tennessee as of December 31, 2022, and the related statements of activity, statements of functional expenses and cash flows for the year then ended. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Ryan M. Armento, CPA, LLC

Ryan M. Armento, CPA, LLC
Denver, Colorado
June 30, 2023

API Middle Tennessee

Statement of Financial Position

December 31, 2022

ASSETS

Cash and cash equivalents	\$ 88,804
Total assets	<u><u>\$ 88,804</u></u>

LIABILITIES AND NET ASSETS

Liabilities:

Total liabilities	<u>-</u>
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Net assets:

Without donor restrictions	39,639
With donor restrictions	<u>49,165</u>
Total net assets	<u>88,804</u>
Total liabilities and net assets	<u><u>\$ 88,804</u></u>

API Middle Tennessee

Statement of Activities
Year Ended December 31, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Support and revenue:			
Public support			
Contributions	\$ 15,681	\$ -	\$ 15,681
Grants	12,000	55,000	67,000
In-kind donations	400	-	400
Total public support	<u>28,081</u>	<u>55,000</u>	<u>83,081</u>
Revenue			
Program revenue	9,620	-	9,620
Program cost of goods sold	(5,280)	-	(5,280)
Total revenue	<u>4,340</u>	<u>-</u>	<u>4,340</u>
Net assets released from restrictions	5,835	(5,835)	-
Total support and revenue	<u>38,256</u>	<u>49,165</u>	<u>87,421</u>
Expenses:			
Program services			
Community support	10,102	-	10,102
Total program services expense	<u>10,102</u>	<u>-</u>	<u>10,102</u>
Supporting services			
Management and general	5,544	-	5,544
Fundraising	831	-	831
Total supporting services expense	<u>6,375</u>	<u>-</u>	<u>6,375</u>
Total expenses	<u>16,477</u>	<u>-</u>	<u>16,477</u>
Change in net assets	21,779	49,165	70,944
Net assets, beginning of year	17,860	-	17,860
Net assets, end of year	<u>\$ 39,639</u>	<u>\$ 49,165</u>	<u>\$ 88,804</u>

API Middle Tennessee
Statement of Functional Expenses
Year Ended December 31, 2022

	Community Support	Management and General	Fundraising	Total
Advertising	\$ 2,156	\$ 2,115	\$ -	\$ 4,271
Artist stipends	4,336	-	293	4,629
Bank and transaction fees	-	228	-	228
Insurance	298	-	-	298
Occupancy	418	1,241	350	2,009
Office expense	-	952	-	952
Printing	33	-	-	33
Program donation	672	537	-	1,209
Software	-	139	-	139
Subscriptions	-	155	-	155
Supplies	2,189	177	188	2,554
Total expenditures	\$ 10,102	\$ 5,544	\$ 831	\$ 16,477

API Middle Tennessee

Statement of Cash Flows Year Ended December 31, 2022

Cash flows from operating activities:

Change in net assets	\$ 70,944
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Changes in operating assets and liabilities:	
Net cash from operating activities	<u>70,944</u>
Net change in cash and cash equivalents	
Cash and cash equivalents, beginning of period	<u>17,860</u>
Cash and cash equivalents, end of period	<u>\$ 88,804</u>
Supplemental disclosure	
Interest expense	<u>\$ -</u>

Joseph Gutierrez
Joseph Gutierrez (Jun 30, 2023 12:46 CDT)

Jun 30, 2023

Joseph Gutierrez



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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

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

Recipient Name API Middle Tennessee

July 17, 2023


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

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

www.nashville.gov/departments/finance/grants-and-accountability/grants

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

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

DocuSigned by:

 Signature of Authorized Representative
 Name: Joseph Gutierrez
 Title: Executive Director
 Agency Name: API Middle Tennessee
 Date: 7/18/2023

Certificate Of Completion

Envelope Id: 56138EAB612F4874BDD524A239859F5E	Status: Completed
Subject: Complete with DocuSign: API Middle Tennessee Grant Contract (N0551316xD719A) Council Mtg. 08/01/23	
Source Envelope:	
Document Pages: 24	Signatures: 6
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Vaughn Wislon
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Vaughn.wilson@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original 7/19/2023 4:12:45 PM	Holder: Vaughn Wislon Vaughn.wilson@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

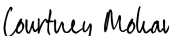
Signer Events

Signer Events	Signature	Timestamp
Aaron Pratt aaron.pratt@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 7/19/2023 4:20:53 PM Viewed: 7/19/2023 4:52:35 PM Signed: 7/19/2023 4:55:55 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kelly Flannery kelly.Flannery@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 7/19/2023 4:55:57 PM Viewed: 7/19/2023 4:58:36 PM Signed: 7/19/2023 4:59:14 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
Accepted: 7/19/2023 4:58:36 PM
ID: e82f8ffc-99f2-48a9-8c2e-ca8464e2ecb8

Courtney Mohan courtney.mohan@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 7/19/2023 4:59:16 PM Viewed: 7/19/2023 7:13:19 PM Signed: 7/19/2023 7:13:32 PM
	Signature Adoption: Pre-selected Style Using IP Address: 99.83.46.149 Signed using mobile	

Electronic Record and Signature Disclosure:
Accepted: 7/19/2023 7:13:19 PM
ID: c46d4f5f-b175-4e10-ba83-8ebe38495386

Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 7/19/2023 7:13:34 PM Viewed: 7/20/2023 8:20:03 AM Signed: 7/20/2023 8:20:13 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 7/20/2023 8:20:03 AM ID: f8410d19-2c90-4a1f-8a83-924871412ee5		
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) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/20/2023 8:20:15 AM Viewed: 7/20/2023 11:18:23 AM
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/20/2023 8:05:52 AM ID: e4127bee-c0ea-4a98-bd90-eea818cad34	COPIED	Sent: 7/20/2023 8:20:16 AM Viewed: 7/20/2023 8:34:02 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/19/2023 4:20:53 PM
Certified Delivered	Security Checked	7/20/2023 8:20:03 AM
Signing Complete	Security Checked	7/20/2023 8:20:13 AM
Completed	Security Checked	7/20/2023 8:20:16 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		