



ESTABLISHED 1831

Nashville Bar Association

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NASHVILLE BAR ASSOCIATION 2000 GRANT APPLICATION TO THE NASHVILLE BAR FOUNDATION

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1. Application

The Nashville Bar Association hereby requests a grant in the amount of \$20,423 from the Nashville Bar Foundation under the Fellows program to conduct its Community Affairs/Minority Opportunities programs during the 2000 fiscal year.

2. Scope of the Program

A copy of a report detailing the activities being undertaken by the NBA *Community Affairs and Minority Opportunities programs in anticipation of this grant* being approved is attached.

In addition, a copy of the "Frequently Asked Questions" piece to be mailed with the 2000 Fellows solicitation indicates the representations made to Fellows who are chosen and make contributions.

3. Financial Details

This grant will carry out the Community Affairs/Minority Opportunities programs of the Nashville Bar Association. The costs for those programs detailed as follows:

2000 Community Affairs/Minority Opportunities Grant Detail

Administrative Expenses	\$ 3,800 ¹
Staff Salaries	9,538 ²
Overhead	<u>7,085</u> ³
	\$20,423

Details in support of those figures are as follows:

¹Administration - 5% of Administrative Expense from the Bar Services Department Budget is used to administer Community Affairs/Minority Opportunities programs. (2000 NBA Administrative Expense budget times 5%: \$76,000 x 5% = \$3,800).

²Staff Salaries -- Actual staff time from 8/99 to 7/00 spent in Community Affairs / Minority Opportunities programs multiplied by each person's hourly rate.

³Overhead -- 10% of the 2000 NBA Overhead Budget is allocated to Community Affairs / Minority Opportunities programs. This grant request is

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for 50% of that amount, or 5% of the overall NBA Overhead Budget. (2000 Community Affairs/Minority Opportunities Overhead Allocation is \$14,170 times 50%: $\$14,170 \times 50\% = \$7,085$).

4. Grant Agreement

The Nashville Bar Association is recognized as a tax exempt 501 (c)(6) civic or business league under the Internal Revenue Code. Therefore, the Nashville Bar Association hereby agrees that the grant from the Nashville Bar Foundation, if made, will be used only for purposes of conducting the community affairs program which is eligible for 501 (c)(3) treatment.

G Gareth S. Aden, President
N Nashville Bar Association

Administrative Agreement

This agreement made on the 22nd day of May, 1996 by and between the Nashville Bar Association ("NBA") a Tennessee corporation and the NBA Member Services Inc. ("NBAMS") a Tennessee corporation.

The NBA, a not-for-profit Tennessee corporation, is the general purpose bar association for lawyers in the Nashville, Tennessee area. NBAMS is engaged in the business of providing services to members of the legal community in Nashville.

Agreement

The parties hereby agree as follows:

t. **Services of the Nashville Bar Association.** The Nashville Bar Association shall provide the following services to NBA Member Services:

A. **Administrative Services --** The NBA shall provide legal compliance, accounting and general administration for the operations of the NBA Member Services. For and in consideration of these services, the NBA will receive an administrative fee which shall be measured by that portion of the salary of those staff whose services do the administration of NBAMS as specified in Addendum 1 to this contract.

B. **Overhead --** The NBA will provide conference room expense, copier expense, credit card acceptance, equipment depreciation, dues and fees, accrued vacation, equipment rental and maintenance, insurance, office supplies, postage, printing, professional services, professional development, space, taxes and telephone services to NBAMS. For and in consideration of these services, the NBA will receive a payment, as specified in Addendum 1, measured by that proportion that the staff of NBAMS bears to the whole of the operations heretofore known as Nashville Bar Association.

II. **NBA Member Services.** NBAMS agrees to provide the following services to the Nashville Bar Association:

A. **Publication Services --** NBAMS will publish, monthly, the Nashville Bar Journal. In consideration of these services the NBA will pay NBAMS a fee as specified in Addendum 1 for provision of a Nashville Bar Journal to each and every member of the association. In addition, NBAMS will provide a four-page insert advertising continuing legal education programs of the Nashville Bar Association. In consideration of the publication of this CLE insert, NBAMS will receive an additional sum as specified in Addendum 1.

B. **Public Affairs Services --** NBAMS will provide, through its staff, public relations and public affairs assistance by doing news releases and publication assistance

in advertising NBA events. For and in consideration of this service, NBAMS will receive an annual fee as specified in Addendum 1.

C. **Directory Publication** -- NBAMS will produce an annual pictorial directory and provide a copy to each individual who purchases said directory from the NBA or NBAMS directly. NBAMS will receive all publication and advertising revenue as a result of this publication.

III. **Term.** The term of this agreement shall be for five years from November 1, 1995 to October 31, 2001. This agreement may be terminated for any reason by either party on 30 days written notice. In all of these activities of the NBA and NBAMS are independent contractors. NBAMS shall be solely liable for any and all claims, demands, expenses or causes of action of any kind arising out of or relating to any act or omission caused or alleged to be caused by NBAMS, its officers, agents or employees by performing services under this agreement. NBAMS shall indemnify, defend and hold harmless the NBA from any liability which may arise from services performed by NBAMS pursuant to this agreement.

IV. **Arbitration.** Any controversy or claims arising out of or related to this agreement or breach thereof shall be settled by binding arbitration in Nashville, Tennessee in accordance with commercial rules of the American Arbitration Association, a judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

In witness, the parties hereto have duly executed this agreement.

For the Nashville Bar Association:

For NBA Member Services Inc.

Thomas V. White, President

Richard Manson, Chair
Board of Directors

Addendum 4 (1999)

It is agreed that for fiscal year 1999 (11/1/98 - 10/31/99) the fees specified in the contract shall be:

1.A.	NBA Administration for NBAMS (NBAMS to NBA)	\$19,000	
1.B.	Overhead (NBAMS to NBA)	\$30,254 \$49,254	
2.A.	Publications -- Nashville Bar Journal ("NBJ") NBAMAS	\$25,000 \ NBA \$25,000 \ to	
2.B.	Public Affairs NBAMAS	\$17,000 /	
		\$67,000	
			\$17,746 to NBAMS⁵

Addendum 5 (2000)

It is agreed that for fiscal year 2000 (11/1/99 - 10/31/00) the fees specified in the contract shall be:

1.A.	NBA Administration for NBAMS (NBAMS to NBA)	\$29,600 ¹	
1.B.	Overhead (NBAMS to NBA)	\$28,340² \$57,940	
2.A.	Publications -- Nashville Bar Journal ("NBJ") NBAMAS	\$20,000 \ NBA \$19,950 ³ \ to	
2.B.	Public Affairs NBAMAS	\$13,650 ⁴ /	
		\$53,600	
			\$4,340 to NBA⁵

¹ Equals 20% of salaries for Susan Sowards, Linda Woods, Shelby Cook and Traci Person.

² Actual Overhead allocation.

³ Reflects 57 pages of CLE ads in fiscal 1999. Standard ad price per page is \$500 less the regular advertiser multiple ad discount of 20%. This figure reflects a jumbo advertiser discount of 30% instead of 20%.

⁴ Reflects 50% of Tara's salary for public relations activities. This is a reduction because the figure last year was 50% of Gwen's salary.

⁵ In the first four years of operation of NBAMS, the NBA was subsidizing it heavily. This year NBAMS is showing a \$20,000 profit, thereby eliminating the need for that subsidy