

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 01/05/21

Resolution Ordinance

Contact/Prepared By: Caroline Vincent

Date Prepared: 12/07/20

Title (Caption): _____

Project grant for Nashville Diversity in Arts Leadership program to offset stipends, programmatic, and administrative costs for 5 interns

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: Arts Commission Requested By: Caroline Vincent

Affected Department(s): Arts Commission Affected Council District(s): All

Legislative Category (check one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Bonds
<input type="checkbox"/> Budget - Pay Plan
<input type="checkbox"/> Budget - 4%
<input type="checkbox"/> Capital Improvements
<input type="checkbox"/> Capital Outlay Notes
<input type="checkbox"/> Code Amendment
<input type="checkbox"/> Condemnation | <input type="checkbox"/> Contract Approval
<input type="checkbox"/> Donation
<input type="checkbox"/> Easement Abandonment
<input type="checkbox"/> Easement Accept/Acquisition
<input checked="" type="checkbox"/> Grant
<input type="checkbox"/> Grant Application
<input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Intergovernmental Agreement
<input type="checkbox"/> Lease
<input type="checkbox"/> Maps
<input type="checkbox"/> Master List A&E
<input type="checkbox"/> Settlement of Claims/Lawsuits
<input type="checkbox"/> Street/Highway Improvements
<input type="checkbox"/> Other: _____ |
|--|--|--|

<p>FINANCE Amount +/-: \$ <u>\$ 12,000.00</u></p> <p>Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources</p> <p>Approved by OMB: _____ Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: <u>VAUGHAN WILSON</u></p>	<p>Match: \$ <u>\$ 12,000.00</u></p> <p>Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: <u>41106250 Management Consultant</u></p> <p>Date to Finance Director's Office: _____</p> <p>APPROVED BY FINANCE DIRECTOR'S OFFICE: _____</p>	<p>Match Fund: 10101 BU: 41106250</p>
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ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ **Date:** _____

DEPARTMENT OF LAW Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ E-mailed Clerk

All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

GRANT SUMMARY SHEET

Grant AFTA DIAL Internship 20-21

Department: ARTS COMMISSION

Grantor: AMERICANS FOR THE ARTS

Pass-Through Grantor (If

Total Award this \$12,000.00

Cash Match \$12,000.00

Department Caroline Vincent
880-2377

Status NEW

Program Description:

Provide one year of matching funds (\$12,000 plus waive \$500 annual participation fee) for 5 interns to offset stipend, programmatic, and administrative costs for a Nashville Diversity in Arts Leadership Internship.

Plan for continuation of services upon

None. We will not pursue if not funded.

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	41.00	Caroline Vincent		880-2377	862-6731		
Grant Name:	AFTA DIAL Internship 20-21						
Grantor:	AMERICANS FOR THE ARTS				Other:		
Grant Period From:	12/01/20	(applications only) Anticipated Application Date:					
Grant Period To:	09/30/21	(applications only) Application Deadline:					
Funding Type:	FOUNDATION	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	OTHER	Total Award:		\$12,000.00			
Status:	NEW	Metro Cash Match:		\$12,000.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:	Applic. Submitted Electronically? <input checked="" type="checkbox"/>						
Provide one year of matching funds (\$12,000 plus waive \$500 annual participation fee) for 5 interns to offset stipend, programmatic, and administrative costs for a Nashville Diversity in Arts Leadership Internship.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
None. We will not pursue if not funded.							
How is Match Determined?							
Fixed Amount of \$	\$12,000.00	or	% of Grant	Other: <input type="checkbox"/>			
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?	Yes	Fund		10101	Business Unit		
Is not budgeted?		Proposed Source of Match:		41106250			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				\$12,000.00			
Other:							
Number of FTEs the grant will fund:	0.00	Actual number of positions added:		0.00			
Departmental Indirect Cost Rate	10.32%	Indirect Cost of Grant to Metro:		\$2,476.80			
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No	% Allow.	0.0%	Ind. Cost Requested from Grantor:	\$0.00	in budget		
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable?	<input checked="" type="checkbox"/>						
Metro or Community-based Partners:							

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	FY21			\$12,000.00	\$12,000.00	10101 41105000	\$0.00	\$24,000.00	\$2,476.80	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$0.00	\$12,000.00	\$12,000.00		\$0.00	\$24,000.00	\$2,476.80	\$0.00
Date Awarded:		12/07/20		Tot. Awarded:		\$12,000.00	Contract#:		LETTER	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

GCP Rec'd
12/17/20

GCP
Approved
12/17/20

VW

AGREEMENT OF COLLABORATION BETWEEN METROPOLITAN NASHVILLE ARTS COMMISSION AND AMERICANS FOR THE ARTS



NATIONAL DIVERSITY IN ARTS LEADERSHIP INTERNSHIP PROGRAM

This agreement entered into December 17, 2020 by and between Americans for the Arts (“AFTA”), an incorporated educational association, which is headquartered at 1000 Vermont Avenue, NW, 6th floor, Washington, DC 20005 and **Metropolitan Nashville Arts Commission**, located at 1417 Murfreesboro Pike, Nashville, TN 37217 (the “COORDINATING AGENCY”) provides the rights, obligations, and considerations between both parties (the “Agreement”).

Contractual activity shall be under this the direction of the Equity in Arts Leadership Program Manager at AFTA (the “PROJECT MANAGER”).

RECITALS

Purpose

WHEREAS, this Agreement describes the collaboration and responsibilities between AFTA and the COORDINATING AGENCY whereas AFTA will provide financial and technical assistance and COORDINATING AGENCY provides matching funds and for the COORDINATING AGENCY to implement a “Diversity in Arts Leadership Internship Program.” (“DIAL Program”).

WHEREAS, the collaboration between the parties began on December 1, 2020, and ends September 30, 2021.

WHEREAS, the parties understand that any change in the budget or in the timing of fund awards releases COORDINATING AGENCY and AFTA from performance obligation unless and until an updated statement of collaboration is agreed to in writing.

WHEREAS, COORDINATING AGENCY, in addition to investments in the arts, works to provide leadership to the community in arts and cultural planning initiatives and leveraging impact for the enhancement and elevation of quality of life for residents and visitors.

WHEREAS, AFTA’s mission is to serve, advance, and lead the networks of organizations and individuals who cultivate, promote, sustain, and support the arts in America. The two groups share a common commitment to shared values (below) promoting this connection to create healthy vibrant and equitable communities impacted through leadership development.

WHEREAS, the parties’ mutual goals are to: expand access to those from underrepresented backgrounds in arts leadership; co-create improvements to intern, staff, and board recruiting, hiring, and inclusion policies



and practices; and ignite local ecosystem of support for young leaders and local arts communities, including funders, private and public sector mentors, arts leaders, and community members.

Now, therefore, in consideration of the Recitals, and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged AFTA and COORDINATING AGENCY agree as follows:

1. Scope of Program

Through the Diversity in Arts Leadership Internship Program (the “DIAL Internship”), COORDINATING AGENCY along with AFTA will provide financial and technical assistance to help establish a summer internship program for undergraduate interns from backgrounds underrepresented in arts leadership that includes placement with an Arts Host, mentor pairing, and a curated set of programming.

2. Definitions

COORDINATING AGENCY: The COORDINATING AGENCY for the internship program is responsible for the implementation of the complete program in the local community including the fundraising, program administration, and selection of interns.

INTERNS: Students who have completed at least their first year in college and are enrolled in an undergraduate program at the time of application submission. Students are recruited from colleges and universities and are selected by COORDINATING AGENCY and AFTA through an application targeted to arts-related and business-related departments, career planning and placement offices, and appropriate peer/student networks. The students experience a work week consisting of up to 30 hours of direct management assistance, independent research or project management, and professional development for 10-weeks during June, July, and early August. Students are compensated directly by either the COORDINATING AGENCY or their arts host under a full or partial regrant, as determined by the COORDINATING AGENCY.

ARTS HOST: Arts Host agencies provide assignments, virtual access to essential office materials, and the direct supervision of the intern on all projects in the program. The Arts Host agencies are selected by the COORDINATING AGENCY based on their soundness and stability, evidence of professional staff management and an active board, and their ability to complete the proposed management experience while giving the students a valuable experience in the arts.

MENTOR: The mentor is a person selected by the COORDINATING AGENCY, based on their interest and involvement in the arts community, to advise the INTERN.

3. Role of AFTA

AFTA staff will be partnered with the COORDINATING AGENCY staff on the development of the DIAL program and will provide some financial and technical assistance for local implementation of the DIAL Internship over the course of the Agreement. AFTA staff will:

- a. Incubate the DIAL program nationally in partnership with ready and committed local arts agency partners (AFTA activities outlined in more detail in Attachment A).
- b. Assist in recruitment, selection, and matching of intern candidates from a national pool.

- c. Provide one year of matching funds (\$12,000 plus waive \$500 annual participation fee) for 5 interns to offset stipend, programmatic, and administrative costs.
- d. Provide a DIAL Manual for implementation, remote training, and technical assistance to local arts agency leaders about effective internship program host practices.
- e. Provide open access to recruitment, selection, evaluation, and other templates and guides as resources for effectual program administration (see exhibit A).
- f. Conduct initial DIAL orientations for all arts hosts and mentors on topics of cultural equity.
- g. Provide online evaluation surveys for interns, Mentors, and Arts Hosts and distribute local raw data to COORDINATING AGENCY.
- h. Connect Arts Hosts, local arts agencies, and interns to each other and national networks of arts administrators.
- i. Host professional development series, DIALogues, for all DIAL National participants.

4. Role of the COORDINATING AGENCY

COORDINATING AGENCY will lead the DIAL Internship project in the organization’s home community, and will coordinate with local partners, including Mentors and Arts Hosts, in the implementation of the DIAL Internship. The COORDINATING AGENCY will:

- a. Demonstrate the commitment, administrative readiness, and understanding of the demographics of community through the DIAL contract.
- b. Commit to maintaining a DIAL program of 5 interns the summer 2021 summer program.
- c. COORDINATING AGENCY commits staff time, programming curation, and funding to sustain intern stipends, administrative time, and program expenses.
- d. Recruit, select, match, and contract with a pool of Arts Hosts with intern projects that are challenging and substantive and enable the intern to work in meaningful ways for up to 30 hours per week.
- e. COORDINATING AGENCY may determine how intern stipends will be disbursed Either COORDINATING AGENCY or the Arts Hosts will pay interns directly. If Arts Hosts pay interns directly, COORDINATING AGENCY may fund arts hosts under a full or partial regrant.
- f. Recruit, select, match, local Mentors that are committed to acting as mentors for the 10-week period of the internship.
- g. COORDINATING AGENCY has the ability to run its own application process for intake of all host, mentor, and intern applications.
- h. Select a pool of five (5) interns from the application. The determination of whether an applicant is qualified shall be made by COORDINATING AGENCY in its sole discretion with advice and guidance from AFTA. Note: If approved in advance, host communities may source additional interns, but will be fully responsible for all costs for those interns in all years.
- i. Provide funding as described in Section 5. Organize and implement 10 weeks of programming for the Interns to learn and be together including intern, arts host, and mentor orientations, mentor-mentee meetup, reflection sessions, at least three (3) cultural events, site visits with arts host institutions, opening and closing ceremonies, and other learning and social bonding opportunities. (See Attachment E: Sample Summer Programming Calendar.
- j. Participate in biweekly check-ins with other COORDINATING AGENCIES hosting interns and AFTA.
- k. Refer to the program as the “Diversity in Arts Leadership (DIAL) internship”. This includes logo placement on all internship materials.

- I. If possible, document and catalogue all activities of the internship.

5. Funding

Funding for this project is a culmination of support from AFTA and other sources managed and collected by the COORDINATING AGENCY. COORDINATING AGENCY is responsible for their portion of funding of the DIAL Internship. AFTA will pay Metropolitan Nashville Arts Commission a not-to-exceed amount of \$12,000 in matching funds for the co-development and implementation of the DIAL Internship. Budget breakdown and are budget timeline are outlined in Attachments B, C, and D). COORDINATING AGENCY may determine if they will pay Arts Hosts who will pay stipends to interns or if COORDINATING AGENCY will pay interns directly. The maximum liability of the COORDINATING AGENCY shall not exceed \$12,000. Any change in the budget or in the timing of fund awards releases COORDINATING AGENCY and AFTA from performance obligation unless and until an updated statement of collaboration is agreed to in writing.

6. Intellectual Property Rights

Any materials developed by AFTA are the property of AFTA. AFTA grants to COORDINATING AGENCY an irrevocable, perpetual, royalty-free, worldwide license to record (including via video and/or audio), photograph, copy, publish, distribute, and create derivative works of the workshops and materials in any format, including electronic, and may include the same as part of a collection or compilation. AFTA has a policy of crediting the original work in future use and reserves the right to include the name, biographical information, and photograph in any distribution. Copyright ownership to any recording, photograph, collection, compilation, or derivative work shall reside with AFTA. AFTA is not in the business of commercially distributing artistic works or performances, and the above does not give AFTA the right to engage in such business with respect to the performance by the COORDINATING AGENCY of an original artistic work.

Any intellectual property owned by a Party prior to the start of the Agreement shall remain the property of that Party. AFTA grants the COORDINATING AGENCY a non-exclusive, non-transferable, limited license to use the AFTA name and associated marks for the purposes of publicity and recruitment to the program. After the term of the agreement has run, COORDINATING AGENCY shall have no right to continued use of AFTA's intellectual property.

7. Force Majeure

Notwithstanding any other provisions in this agreement, in the event that the performance of any obligation under this agreement is prevented due to acts of God, war, terrorist hostilities, civil disturbances, strikes or lockouts, outbreak of disease or illness that impede the ability to present or host the program virtually or in person where the host city or ability to travel/participate is not permissible or deemed inadvisable, as reported by the World Health Organization or the US Centers for Disease Control, and government regulations restricting travel (should travel be required), neither AFTA nor the COORDINATING AGENCY shall be responsible to the other for failure in performance of its obligations under this agreement.

8. Fax, PDF or Electronic Execution

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which when taken together will constitute one in the same instrument. This instrument sets forth the entire agreement between parties and does not become effective until copies of the contract are executed by all parties. This agreement may not be altered, changed, modified, or waived in whole or in part except by written addendum signed and/or initialed by both parties. This Agreement may be executed by fax, PDF, or electronic signature, and a fax, PDF, or electronic signature shall constitute an original for all purposes.

9. Entire Agreement; No Third Party Beneficiaries

This Agreement and all exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The exhibits to this Agreement are incorporated into and form a part of this Agreement. This Agreement does not, and is not intended to, confer any rights or remedies upon any person other than the parties.

10. Amendments; Waiver

The parties may amend this Agreement only by a written agreement signed by both parties. No provision of this Agreement may be waived, except as expressly provided herein or pursuant to a writing signed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no “course of dealing” between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person.

11. Assignment

No party may assign this Agreement, or assign or delegate any of its rights, interests, or obligations under this Agreement, voluntarily or involuntarily, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment or delegation without any such required consent will be void.

12. Severability

In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Consent

The parties have demonstrated their consent to the above terms and conditions by signing below on the dates indicated.

AMERICANS FOR THE ARTS

Mara Walker

Mara Walker
Chief Operating Officer
Americans for the Arts

Date: 12/17/2020

COORDINATING AGENCY

Caroline Vincent

Signature

Caroline Vincent
Printed Name of Individual

Caroline Vincent
Business Name (if applicable)

Date: 12/17/2020

AMERICANS FOR THE ARTS

Clay Lord

Clay Lord
Vice President of Strategic Impact
Americans for the Arts

Date: 12/17/2020

AMERICANS FOR THE ARTS Project Manager *Me*

**SIGNATURE PAGE
FOR
GRANT NO. FY22 AFTA DIAL Program (Revised)**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

Caroline Vincent

Metro Arts, Department

12/7/2020

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kevin Crumbo, Director
Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND
LEGALITY:

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

GENERAL AGREEMENT

ATTACHMENT A



AFTA activities include:

1. Incubate DIAL program nationally in partnership with ready and committed local arts agency partners.

AFTA will maintain this partnership with local COORDINATING AGENCY who has demonstrated that they operate in a context which is ready to create a nurturing and community-based approach to developing young leaders in arts management and a commitment to creating an ecosystem of cultural equity and support for the arts and young leadership. In addition, COORDINATING AGENCY demonstrates that they can meet the financial, staff, space and network requirements to implement a successful program.
2. Assist in recruitment, selection, and matching of intern candidates from a national pool through common applicant tracking system.

AFTA will assist COORDINATING AGENCY in the recruitment of interns from a national pool and help vet them through our centralized applicant tracking system. The COORDINATING AGENCY then makes the final intern/arts host/ business mentor matches.
3. Match funds (\$12,000) for stipend, programmatic, and administrative costs.

AFTA will disburse matching funds to support a portion of the program costs (no less than 5 interns). Funds will be disbursed twice a year (50% of yearly amount one (1) month before summer program begins and remaining balance at program onset). AFTA will waive the annual participation fee of \$500.
4. Provide DIAL Manual, remote training, and technical assistance to local arts agency leaders about effective internship program host practice.

AFTA will provide COORDINATING AGENCYS with DIAL Manual to assist with program implementation, as well as virtual technical support including orientations, and access to information that assist COORDINATING AGENCYS in implementing a solid core program. AFTA will schedule a national virtual orientation for arts hosts, mentors, and interns and will advise COORDINATING AGENCY to develop complementary local orientations.
5. Provide open access to technical recruitment, selection, evaluation, and other templates and guide resources for streamlined program administration including but not limited to:
 - Recruitment
 - Targeted School Recruitment Language
 - Intern and Arts Host Applications/ Requirements
 - Selection
 - Selection Rubrics
 - Selection Interview Questions
 - Onboarding
 - Contracts and Expectations Document (Intern, Mentor, Arts Host)
 - Orientation PowerPoints and Materials (Intern, Mentor, and Arts hosts)
 - Intern Pre-assessment

- Orientation Activity Prompts

Programming

- Opening and Closing Ceremony Templates
- Site Visit Protocols

Evaluation

- Arts Host, Intern, Mentor post-program evaluation questions
- Longitudinal Alumni Survey Questions

6. Provide online evaluation surveys for interns, mentors, and arts hosts and distribute local raw data to COORDINATING AGENCY.

AFTA will provide a centralized survey system to capture intern, arts host, and mentor data through pre- and post-program evaluations and return local-level raw data to COORDINATING AGENCY.

7. Connect arts hosts, local arts agencies, and interns to national networks of arts administrators.

AFTA will connect COORDINATING AGENCY and arts host supervisors together to build themed communities of practice. AFTA will connect interns to a national network of DIAL alumni via the existing LinkedIn Alumni Group.

GENERAL AGREEMENT

ATTACHMENT B



Project Timeline:

- 1) Promotion of Internship
 - a. January 2021.
- 2) Selection Process
 - a. The intern, mentor, and arts host applications will be open from January to February 2021
 - b. The selection of the applications will take place January to March 2021
- 3) Program Implementation
 - a. Development of the DIAL internship will take place between January 2021 – June 2021
 - b. Orientations will take place May to June 2021
 - c. The DIAL Internship will be implemented between June 1, 2021 to August 5, 2021
- 4) Evaluations
 - a. Will be completed by September 2021

GENERAL AGREEMENT
ATTACHMENT C



1-Year Program Budget

	Unit Cost	Notes
<i>Internship Stipends</i>	\$4,500 per intern	Minimum of 5 interns - \$22,500 (direct to intern)
<i>DIAL National Program Annual Participation fee (includes Handbook)</i>	\$500	<i>(Fee waived by Americans for the Arts)</i>
<i>DIALogues (Professional Development Series)</i>	\$99 per intern	Minimum of 5 interns - \$495 (To Americans for the Arts)

2021 AFTA Match Funds

\$12,000

GENERAL AGREEMENT

ATTACHMENT D



1-Year Budget Timeline

Metropolitan Nashville Arts Commission will submit invoices to AFTA during the following months for the amounts listed. AFTA will remit payment within 30 days of receiving invoice.

- | | |
|---------------|----------------------------|
| 1. April 2021 | 50% of 2021 AFTA Total |
| 2. June 2021 | Balance of 2021 AFTA Total |