

**CARSON CITY CONSOLIDATED MUNICIPALITY
NOTICE OF MEETING OF THE
CULTURAL COMMISSION**

Day: Tuesday
Date: July 20, 2021
Time: Beginning at 5:30 pm
Location: Community Center, Robert 'Bob' Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO THE PUBLIC:

The State of Nevada and Carson City are currently in a declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak. In accordance with the applicable Directives issued under authority of the Governor's Declaration of Emergency, including Directive 045, and subject to any potential changes in state or federal mandates or guidelines, face coverings are no longer required to be worn when attending this meeting in person if you have been fully vaccinated against COVID-19, you are not currently experiencing symptoms of illness and you have not tested positive for COVID-19 within 10 days prior to the date of this meeting. If you do not meet all of the foregoing requirements, you must wear a face covering when attending this meeting in person.

Members of the public who wish only to view the meeting but do NOT plan to make public comment may watch the livestream of the Board of Supervisors meeting at www.carson.org/granicus and by clicking on "In progress" next to the meeting date, or by tuning in to cable channel 191.

The public may provide public comment in advance of a meeting by written submission to the following email address: publiccomment@carson.org. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting.

1. Call to Order, Roll Call, and Determination of Quorum

2. Public Comments and Discussion (three-minute time limit):

The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of the Carson City Cultural Commission. In order for members of the public to participate in the Cultural Commission's consideration of an agenda item, the Cultural Commission strongly encourages members of the public to comment on an item during the item itself, subject to a three-minute limit. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken.

3. For Possible Action: Approval of Minutes - March 8, 2021

4. For Possible Action: Adoption of Agenda as presented.

5. For Possible Action Items:

5.a For Possible Action: Discussion and possible action regarding updating or amending the Fiscal Year 2021/2022 Redevelopment Special Event Grant Guidelines, Application and Final Report to reflect updated procedures, an increase in the maximum grant award amount to \$10,000, and adding a 50% cash match requirement. (Nancy Paulson, npaulson@carson.org)

Staff Summary: The Carson City Redevelopment Authority has historically allocated funds from the Redevelopment Revolving Fund for grants to support arts and culture special events in the redevelopment areas. The current grant guidelines need to be updated and amended to reflect the transfer of the arts and culture program to the Carson City Culture and Tourism Authority. In addition, City staff will present other recommended updates and amendments to the Redevelopment Special Event Grant Guidelines, Application and Final Report that were last updated by the Cultural Commission on January 27, 2020.

6. For Discussion Only Items:

6.a For Discussion Only: Discussion and presentation regarding an update on the tasks completed by the Carson City Culture and Tourism Authority ("CTA") Arts & Culture Program Services contracted vendor, the Brewery Arts Center, and introduction of Debra Soule, the new CTA Arts and Culture Program Manager. (Nancy Paulson, npaulson@carson.org)

Staff Summary: The Brewery Arts Center was contracted to provide Arts & Culture Program Services for the period of February 1, 2021 to May 11, 2021. David Peterson, CTA Executive Director, will provide an update on the tasks completed during this period. Mr. Petersen will also introduce Debra Soule, the new CTA Arts and Culture Program Manager.

6.b For Discussion Only: Discussion and presentation regarding the Carson City Culture and Tourism Authority ("CTA") Arts & Culture Program Budget. (Nancy Paulson, npaulson@carson.org)

Staff Summary: Staff will provide an update on the balance of funds from the 1% transient lodging tax and projected revenues and expenditures for Fiscal Years ("FY") 2021 and 2022.

6.c For Discussion Only: Discussion and presentation regarding available grant funding opportunities for arts and culture programs through the American Rescue Plan ("ARP"). (Nancy Paulson, npaulson@carson.org)

Staff Summary: ARP funding for the arts is available through various organizations such as the National Endowment for the Arts and State and Local Governments. Staff will present possible uses of ARP funds for arts and culture and discuss submitting grant applications to the various organizations that have grant funds available.

7. For Discussion:

- a. City Manager's Arts & Culture Report
- b. Commissioner Reports / Comments
- c. Future Agenda Items
- d. Upcoming Meetings and Events

8. Public Comments and Discussion (three-minute time limit):**

The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda.

9. For Possible Action: To Adjourn

****PUBLIC COMMENT LIMITATIONS** - No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. The Chair, also retain discretion to only provide for the Open Meeting Law's minimum public comment and not call for or allow additional individual-item public comment at the time of the body's consideration of the item when: 1) it is deemed necessary by the mayor/chair to the orderly conduct of the meeting; 2) it involves an off-site non-action facility tour agenda item; or 3) it involves any person's or entity's due process appeal or hearing rights provided by statute or the Carson City Municipal Code. Comments may be limited to three minutes per person or topic at the discretion of the Chair in order to facilitate the meeting.

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, you are encouraged to call the responsible agency or the City Manager's Office. You are encouraged to attend this meeting and participate by commenting on any agenda item.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the City Manager's Office in writing at 201 North Carson Street, Carson City, NV, 89701, or by calling (775) 887-2100 at least 24 hours in advance.

To request a copy of the supporting materials for this meeting contact Rachael Evanson at revanson@carson.org or call (775) 887-2100.

This agenda and backup information are available on the City's website at www.carson.org/agendas and at the City Manager's Office - City Hall, 201 N. Carson Street, Ste 2, Carson City, Nevada (775) 887-2100.

This notice has been posted at the following locations:
Community Center 851 East William Street
City Hall 201 North Carson Street
Carson City Library 900 North Roop Street
Community Development Permit Center 108 East Proctor Street
www.carson.org/agendas
<http://notice.nv.gov>

Please note that all future agenda notices will only be posted online and at City Hall, as authorized by Assembly Bill 253 of the 81st (2021) Session of the Nevada Legislature

DRAFT MINUTES
Regular Meeting
Carson City Cultural Commission (CC)
Monday, March 8, 2021 ● 5:30 PM
Community Center Robert “Bob” Crowell Board Room
851 East William Street, Carson City, Nevada

Commission Members

Chair – Barbara D’Anneo	Vice Chair – Karen Abowd
Commissioner – Elinor Bugli	Commissioner – Christopher Leyva
Commissioner – Stan Jones	Commissioner – Amy Clemens
Commissioner – Sierra Scott	

Staff

Nancy Paulson, City Manager
Todd Reese, Deputy District Attorney
Danielle Howard, Public Meetings Clerk

NOTE: A recording of these proceedings, the board’s agenda materials, and any written comments or documentation provided to the recording secretary during the meeting are public record. These materials are on file in the Clerk-Recorder’s Office, and available for review during regular business hours.

An audio recording of this meeting is available on www.carson.org/minutes.

1. CALL TO ORDER, ROLL CALL, AND DETERMINATION OF QUORUM.

(5:30:26) – Chairperson D’Anneo called the meeting to order at 5:30 p.m. Roll was called, and a quorum was present.

Attendee Name	Status	Arrived
Barbara D’Anneo, Chair	Present	
Karen Abowd	Present	
Elinor Bugli	Present	
Christopher Leyva	Present	
Stan Jones	Present	
Sierra Scott	Present	
Amy Clemens	Absent	

2. PUBLIC COMMENT AND DISCUSSION (THREE-MINUTE TIME LIMIT)

(5:31:34) – Chairperson D’Anneo entertained public comments. Sharon Rosse from the Capital City Arts Initiative (CCAI) introduced herself and announced that the CCAI monthly newsletter had gone out. She stated that the exhibition titled *Entitled to the Sun* by artist Rachel Stiff was still being displayed in the Carson City Courthouse Gallery and that the new Nevada Neighbors Talk on “Archaeology on the North Coast of Peru” by Hal Starratt was available on YouTube. She also announced that the *Mimic* exhibition by artist Ahren Hertel had just opened at the Western Nevada College (WNC) Bristlecone Gallery, and the CCAI’s *Photo Finished 2021* Exhibition was still being displayed at the Business Resource Innovation Center (BRIC) through March 25, 2021.

(5:33:30) – Commissioner Abowd wished to extend her condolences to the Navarro family after Desi Navarro’s passing during the prior week, and she extended special condolences to Desi Navarro’s wife, Tammy Navarro, and their children. She added that Desi Navarro would be missed.

3. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – MAY 11, 2020, MAY 19, 2020, AND NOVEMBER 19, 2020

(5:34:29) – Chairperson D’Anneo introduced the item and entertained corrections and a motion for the May 11, 2020 regular meeting minutes. Commissioner Bugli pointed out that she was incorrectly identified as the Mile High Jazz Band Association Director on page #3 and identified her position as Treasurer.

(5:35:47) – MOTION: Commissioner Jones moved to approve the May 11, 2020 minutes as corrected.

RESULT:	APPROVED (6-0-0)
MOVER:	Jones
SECONDER:	Bugli
AYES:	D’Anneo, Abowd, Bugli, Leyva, Jones, Scott
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Clemens

(5:35:57) – Chairperson D’Anneo entertained corrections and a motion for the May 19, 2020 special meeting minutes. She pointed out that the “Greetings Tour” referenced twice on page #4 was incorrect and stated that the Carson City mural was the correct project that should have been indicated.

(5:37:14) – Commissioner Abowd moved to approve the May 19, 2020 minutes as corrected.

RESULT:	APPROVED (6-0-0)
MOVER:	Abowd
SECONDER:	Jones
AYES:	D’Anneo, Abowd, Bugli, Leyva, Jones, Scott
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Clemens

(5:37:24) – Chairperson D’Anneo entertained corrections and a motion for the November 19, 2020 Culture and Tourism Authority (CTA) and CC joint meeting minutes.

(5:37:55) – Commissioner Bugli moved to approve the November 19, 2020 minutes as presented.

RESULT:	APPROVED (6-0-0)
MOVER:	Bugli
SECONDER:	Jones
AYES:	D’Anneo, Abowd, Bugli, Leyva, Jones, Scott
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Clemens

4. FOR POSSIBLE ACTION: ADOPTION OF AGENDA AS PRESENTED.

(5:34:08) – Chairperson D’Anneo entertained requests to modify the agenda and a motion to accept the agenda.

(5:34:16) – MOTION: Commissioner Jones moved to adopt the agenda as presented.

RESULT:	APPROVED (6-0-0)
MOVER:	Bugli
SECONDER:	Abowd
AYES:	D’Anneo, Abowd, Bugli, Leyva, Jones, Scott
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Clemens

5. FOR POSSIBLE ACTION ITEMS:

5.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION TO ELECT A CHAIR AND VICE-CHAIR FOR THE CARSON CITY CULTURAL COMMISSION (COMMISSION).

(5:39:25) – Chairperson D’Anneo introduced the item and entertained nominations for CC Chair and Vice Chair.

(5:39:37) – Commissioner Abowd moved to nominate Barbara D’Anneo to the position of CC Chair.

RESULT:	APPROVED (6-0-0)
MOVER:	Abowd
SECONDER:	Jones
AYES:	D’Anneo, Abowd, Bugli, Leyva, Jones, Scott
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Clemens

(5:40:12) – Commissioner Jones moved to nominate Karen Abowd to the position of CC Vice Chair.

RESULT:	APPROVED (6-0-0)
MOVER:	Jones
SECONDER:	Scott
AYES:	D’Anneo, Abowd, Bugli, Leyva, Jones, Scott
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Clemens

(5:40:56) – Per Mr. Reese’s recommendation, Chairperson D’Anneo entertained a motion to appoint Barbara D’Anneo to CC Chair and Karen Abowd to CC Vice Chair.

(5:41:00) – MOTION: Commissioner Jones moved to appoint Barbara D’Anneo to the position of CC Chair and Karen Abowd to the position of CC Vice Chair for calendar year 2021.

RESULT:	APPROVED (6-0-0)
MOVER:	Jones
SECONDER:	Scott
AYES:	D’Anneo, Abowd, Bugli, Leyva, Jones, Scott
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Clemens

5.b FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING RATIFICATION OF ALL OFFICIAL ACTION TAKEN IN 2020 BY THE CARSON CITY CULTURAL COMMISSION (COMMISSION).

(5:41:30) – Chairperson D’Anneo introduced the item. Mr. Reese briefly presented the Staff Report, which is incorporated into the record, and responded to clarifying questions. Chairperson D’Anneo entertained a motion.

(5:44:46) – MOTION: Vice Chairperson Abowd moved to ratify all official actions taken by the Carson City Cultural Commission in 2020.

RESULT:	APPROVED (6-0-0)
MOVER:	Abowd
SECONDER:	Leyva
AYES:	D’Anneo, Abowd, Bugli, Leyva, Jones, Scott
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Clemens

5.c FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION TO UPDATE/AMEND THE FISCAL YEAR 2021/2022 REDEVELOPMENT SPECIAL EVENT GRANT GUIDELINES, APPLICATION AND FINAL REPORT TO REFLECT UPDATED PROCEDURES AND A POSSIBLE INCREASE OF THE MAXIMUM AWARD AMOUNT TO \$10,000 PER ORGANIZATION.

(5:45:29) – Chairperson D’Anneo introduced the item. Ms. Paulson briefly presented the Staff Report and the accompanying documents, all of which are incorporated into the record.

(5:48:25) – Chairperson D’Anneo entertained Commissioner comments. Commissioner Bugli commented that a new event sometimes needs only a small amount of money for funding, and with \$25,000 being allocated towards supporting arts and culture special events, it is possible for three organizations to use up all the money, which would discourage other organizations from applying. She noted that there had been many more than four applicants in the past.

(5:49:23) – Chairperson D’Anneo and Ms. Paulson clarified that unused grant funds could not be used past the given time limit, and the grant fund amounts allocated for events that were cancelled for 2020 would be added back into the 2021 funding for a total of approximately \$32,000.

(5:50:39) – Vice Chairperson Abowd was in favor of the tiered system because of a “check and balance system,” and it would allow for newer events to flourish while still providing some income to long-standing events.

Commissioner Jones added that the consensus among the Board of Supervisors (BOS) was that there should be a tiered system. He also agreed with Commissioner Bugli that raising the maximum amount awarded to \$10,000 could restrict the number of applicants and recommended a maximum amount of \$5,000 as a more reasonable award.

(5:52:24) – Chairperson D’Anneo suggested determining the intent of the grant and how the Commission believes it should be administered. Commissioner Scott was in favor of the tiered system and commented that there should be a \$10,000 level for new events, which she suggested calling “Emerging Events grants.” She recommended implementing the tiered system in the next fiscal year and continuing with the \$5,000 maximum amount for the remainder of the year due to the current year being “a wild card for so many organizations.” She agreed with Chairperson D’Anneo that written objectives for the grant were necessary, and she presented the following objectives she believed were applicable to the grant award:

- “Increasing community access to and/or participation in the arts”
- “Supporting the work of local artists”
- “Celebrating the unique cultural diversity of Carson City”
- “Inspiring creativity and innovation”
- “Stimulating economic development”

Commissioner Scott also believed that the existing evaluation criteria for the grant did not work for arts and culture, and she proposed categorizing the criteria as project planning, project management and feasibility, community impact, and artistic merit, with community impact being weighted more heavily than the other criteria. She noted that the Carson City Redevelopment Authority’s (RACC’s) mission through the CC is “to enhance the cultural vibrancy of these communities,” which she believed the CC should “hone in on” using the grant funds.

(5:56:10) – Vice Chairperson Abowd agreed with Commissioner Scott regarding the suggested criteria and the \$10,000 level because, for example, if someone is introducing a sculpture into the community, it would command a different price tag than some of the other events. She believed that the economic engagement was important because of the partnership with the CTA to attract tourists to the City, and the more an event attracts tourists, the more the CC is succeeding with that intention.

(5:58:28) – Chairperson D’Anneo believed that a smaller, informal group should convene and come up with some objectives and reevaluate the guidelines. Commissioner Scott agreed but added that it would depend on the timeline. Ms. Paulson stated that the Commission had the option to form a work group to go through Chairperson D’Anneo’s suggested process and come back at another time with the proposed objectives and the criteria, and the notices could be sent out later. Chairperson D’Anneo was in favor of this idea, and she believed some of the language in the guidelines should be clarified.

(6:01:38) – Mr. Reese advised that it would be appropriate to give Ms. Paulson the authority to organize a work group; however, he cautioned that having more than four of the Commissioners from the CC sitting in that group would make Open Meeting Law (OML) applicable. Commissioner Bugli believed that it was important to have representatives sitting in the group that are not Commissioners, and Chairperson D’Anneo suggested recruiting Sharon Rosse for the work group due to how much she does for the City relating to arts and culture. She also recommended that Commissioner Scott, Commissioner Jones, Vice Chairperson Abowd, and Commissioner Bugli sit on the work group. The consensus among the Commission was to table this item for the next meeting, and no formal action was taken on this item.

6. FOR DISCUSSION ONLY ITEMS:**6.a FOR DISCUSSION ONLY: DISCUSSION AND PRESENTATION REGARDING THE CONTINUATION OF THE 1% TRANSIENT LODGING TAX (TAX) DEDICATED TO THE ARTS AND CULTURE PROGRAM CURRENTLY ADMINISTERED BY THE CARSON CITY CULTURE AND TOURISM AUTHORITY (CTA).**

(6:04:14) – Chairperson D’Anneo introduced the item. Ms. Paulson presented the Staff Report, which is incorporated into the record.

(6:07:22) – Chairperson D’Anneo entertained Commissioner comments, and Ms. Paulson and CTA Executive Director David Peterson responded to clarifying questions. Commissioner Abowd thanked the lodging properties for supporting the amendment process of the Carson City Municipal Code (CCMC) to remove the expiration of the existing tax.

6.b FOR DISCUSSION ONLY: DISCUSSION AND PRESENTATION REGARDING THE TRANSITION OF THE ADMINISTRATION OF THE 1% TRANSIENT LODGING TAX (TAX), DEDICATED TO THE IMPLEMENTATION OF THE CARSON CITY ARTS & CULTURE MASTER PLAN AND THE DEVELOPMENT OF A CULTURAL TOURISM CAMPAIGN, BACK UNDER THE AUTHORITY OF THE CARSON CITY CULTURE AND TOURISM AUTHORITY (CTA).

(6:10:00) – Mr. Peterson referenced the Staff Report, which is incorporated into the record, and noted that the CTA was “at a stopgap” with the Brewery Arts Center (BAC), which has been under contract with the CTA officially since February 8, 2021. He mentioned that the CTA planned to release a job posting for the Arts and Culture Program Manager position. Mr. Peterson added that recruitment for the position would begin during April 2021, and the interview process would take place during May 2021. He also responded to clarifying questions. Mr. Peterson informed the Commission about the tasks his team was planning to work on, including marketing campaigns and strategies during fiscal year 2022, which involved how to do some pre-event marketing.

(6:19:58) – Chairperson D’Anneo offered the Commission’s support and assistance with Mr. Peterson’s team and the future plans, and Vice Chairperson Abowd was thankful for the approach that the CC and the CTA was taking.

(6:21:16) – Ms. Paulson noted that the Arts and Culture Program balance, as of December 21, 2020, was \$214,981, which was due to an accumulation from the last five years of unspent funds as well as the Arts and Culture Program Manager position vacancy. She stated that there were a projected \$84,000 from the transient lodging tax revenue from January through June 30, 2021 and what would go away from that would be \$17,143 for the contracts for the Arts and Culture Program Services with the BAC and \$35,000 for the CTA Visitor Information Center mural. She informed the Commission that there was a potential grant match after having applied for a National Endowment for the Arts (NEA) grant for the South Carson Gateway Monument, and \$50,000 had been requested from the grant. Ms. Paulson also mentioned that the Rotary Club of Carson City was providing approximately \$46,000 for the “Welcome to Carson City” mural.

6.c FOR DISCUSSION ONLY: DISCUSSION AND PRESENTATION REGARDING THE INTRODUCTION OF THE CARSON CITY CULTURE AND TOURISM AUTHORITY (CTA) ARTS & CULTURE PROGRAM SERVICES CONTRACTED VENDOR AND AN UPDATE ON THE TASKS TO BE COMPLETED.

(6:25:37) – Chairperson D’Anneo introduced the item. BAC Executive Director Gina Lopez introduced herself as the representative for the BAC, which is the CTA Arts and Culture Program contracted vendor, and she presented the scope of work indicated in the CTA Independent Contractor Agreement, which is incorporated into the record. She and Mr. Peterson also responded to clarifying questions.

(6:29:28) – Chairperson D’Anneo suggested that the Commissioners notify community arts organizations of the potential space at the Reno-Tahoe International Airport, and Ms. Lopez agreed to inform the Commission once she received an answer from having coordinated with the Reno-Tahoe International Airport on whether space would be made available for use.

(6:32:09) – Bobbi Rahder introduced herself as the Museum Director of the Stewart Indian School Cultural Center and Museum and noted that it was a part of an exhibit showing in Concourse B of the Reno-Tahoe International Airport. She explained that the idea behind the Sierra Arts Foundation and the Cultural Alliance Nevada (CAN) was to feature the art of each of the Nevada legislative districts, and the Stewart Indian School Cultural Center and Museum was representing District #16.

(6:34:25) – In response to Chairperson D’Anneo’s inquiry, Mr. Peterson stated that he and his team have discussed methods of measuring viewer feedback of exhibits, including incorporating an interpretive kiosk in the actual artwork and brochure racks as a part of the display.

(6:38:10) – Ms. Lopez suggested doing some work with the Nevada Arts Council because of its Legislative eXhibition Series (LXS) and noted that there were plenty of opportunities in order to target the Legislature.

7. FOR DISCUSSION ONLY:

a. CITY MANAGER’S REPORT

(6:48:05) – Chairperson D’Anneo introduced the item. Ms. Paulson informed the Commission that she had intended to bring the “speaking of the public arts policy” to the meeting, but because of the many revisions that were necessary for the policy, she wished to work with the future CTA Arts and Culture Program Manager before it was presented to the Commission.

b. COMMISSIONER REPORTS/COMMENTS

(6:48:48) – Chairperson D’Anneo introduced the item and entertained Commissioner reports and comments. Vice Chairperson Abowd announced that The Greenhouse Project had a successful Flower Basket Sponsorship, and John@carsoncitygreenhouse.org could be contacted regarding the two baskets available for downtown Carson City. She also stated that The Greenhouse Project would be hosting a Plant Sale through April 2021, during which individuals could pre-order, Saturdays would be pickup days, and the in-person Plant Sale would be on May 8, 2021.

(6:50:08) – Commissioner Bugli informed that the Carson City Symphony Association’s Carson Chamber Singers were working on their third virtual choir, and the virtual choir was projected to be released in a week. She stated that the Carson City Historical Society had started a series of monthly lectures, and it had an exhibit in the Carriage House behind the Foreman-Roberts House Museum (1207 North Carson Street) regarding notable women of Carson City. She announced that the Mile High Jazz Band would be starting another virtual “Jazz and Poetry” event.

(6:52:31) – Commissioner Scott informed the Commission that the BOS was seeking feedback on the draft Carson City 2021-2025 Strategic Plan during February 2021, and the latest draft had 10 “Priority 1 Objectives,” with “exploring opportunities to fund arts and culture” ranking as #5 out of 10. She proposed that the Commission do what it can to support that ranking.

c. FUTURE AGENDA ITEMS

(6:53:56) – Chairperson D’Anneo entertained requests for future agenda items. Commissioner Scott wished to agendaize an item relating to discussion on creative placemaking.

(6:55:13) – Chairperson D’Anneo wished to agendaize an item regarding the issues of the Carson City Arts and Culture Master Plan, including issues with public art policy and the Redevelopment funds and criteria.

d. UPCOMING MEETINGS AND EVENTS

(6:55:50) – Chairperson D’Anneo introduced the item, and Ms. Paulson assured that she would calendar a date and time for May 2021 for the next CC meeting.

8. PUBLIC COMMENTS AND DISCUSSION (THREE-MINUTE TIME LIMIT)

(6:57:13) – Chairperson D’Anneo entertained public comments; however, none were forthcoming.

9. FOR POSSIBLE ACTION: TO ADJORN.

(6:57:26) – Chairperson D’Anneo adjourned the meeting at 6:57 p.m.

The Minutes of the March 8, 2021 Carson City Cultural Commission meeting are so approved this 20th day of July 2021.



STAFF REPORT

Report To:

Meeting Date: July 20, 2021

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding updating or amending the Fiscal Year 2021/2022 Redevelopment Special Event Grant Guidelines, Application and Final Report to reflect updated procedures, an increase in the maximum grant award amount to \$10,000, and adding a 50% cash match requirement. (Nancy Paulson, npaulson@carson.org)

Staff Summary: The Carson City Redevelopment Authority has historically allocated funds from the Redevelopment Revolving Fund for grants to support arts and culture special events in the redevelopment areas. The current grant guidelines need to be updated and amended to reflect the transfer of the arts and culture program to the Carson City Culture and Tourism Authority. In addition, City staff will present other recommended updates and amendments to the Redevelopment Special Event Grant Guidelines, Application and Final Report that were last updated by the Cultural Commission on January 27, 2020.

Agenda Action: Formal Action / Motion

Time Requested: 15 minutes

Proposed Motion

I move to approve the Redevelopment Special Event Grant Guidelines, Application and Final Report, as presented.

Board's Strategic Goal

Quality of Life

Previous Action

On March 8, 2021, the Commission directed staff to form a workgroup to review the Redevelopment Special Event Grant Guidelines, Application and Final Report documents and provide recommendations to the Commission.

On January 27, 2020, the Commission approved edits to the Redevelopment Special Event Grant Guidelines, Application and Final Report.

Background/Issues & Analysis

Historically, the Carson City Redevelopment Authority has allocated \$25,000 annually to support arts and culture special events from a portion of the Redevelopment Revolving Fund. Based on direction from the Commission at its March 8, 2021 meeting, a workgroup, consisting of Carson City Manager Nancy Paulson, Commission Chairperson Barbara D'Anneo, and Commission Members Stan Jones and Sierra Scott, was formed to examine the Redevelopment Special Event Grant Guidelines, Application and Final Report documents and present recommended updates and amendments to the Commission. The workgroup met in

April 2021 and will present the proposed updates and amendments to the Redevelopment Special Event Grant Guidelines, Application and Final Report documents for the Commission's consideration.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 279; Carson City Redevelopment Authority Policies and Procedures

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

Do not accept the recommendations or provide alternative direction.

Attachments:

[RDA Grant Guidelines 7_20_21 Update.docx](#)

[Redevelopment Application 2021.07.15.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

Redevelopment Special Event Grant Guidelines, Application, Final Report

For information, funding availability, and application deadlines, contact:
Carson City Culture & Tourism Authority (CTA): CTAArtsandCulture@visitcarsoncity.com

Grant Guidelines:

Carson City's Redevelopment Special Event Grant supports professional arts and culture events- such as community festivals, special performances, exhibitions, concerts- within the fields of Theater, Music, and Visual Art held within Carson City's established Redevelopment Districts.

Examples of arts and culture experiences include, but are not limited to, the following: performance/dance; film/video/media; folk arts; music/opera; theater; poetry; visual arts/crafts; murals/outdoor installations.

Event proposals will enhance the cultural vibrancy in Carson City communities within the Redevelopment District(s) and be accessible to the public either for free or for a reasonable admission fee. Events should be designed to attract the maximum number of people, as appropriate for the event and site. Applicants will be responsible for securing the appropriate public exhibition space including all applicable permits and licenses.

Grant Amount

Up to \$10,000 at the discretion of the Carson City Cultural Commission. Grant requires a 50% cash match.

- Up to \$5,000 for recurring arts and culture events (this includes recurring events of a similar nature such as different theatrical productions by the same theater company each year)
- Up to \$10,000 for new/emerging arts and culture events that have the potential to become an annual/recurring event

Redevelopment Special Event Grants are based upon availability of annual funds as budgeted by the Redevelopment Authority. If more application requests are received than funding allows, new/emerging events will be prioritized.

Grant Objectives

The mission of the program is to provide support to special events which enhance the cultural vibrancy of the community within the Redevelopment District(s) by:

- Increasing community access to and/or participation in the arts
- Supporting the work of local artists
- Celebrating the unique cultural diversity of Carson City
- Inspiring creativity and innovation
- Stimulating economic development
- Enhancing cultural tourism

Important Dates

Applications open: August 1, 2021

Deadline: August 31, 2021

September/October: Cultural Commission reviews applications and makes funding recommendations to the Redevelopment Authority and Board of Supervisors for approval

Eligibility:

- Applicant organizations must hold event(s) within the Redevelopment District(s) of Carson City: <http://carson.org/government/departments-a-f/community-development/redevelopment>
- Organizations must have an active leadership that meets to determine and review policy.
- Organizations must have an active website with a posted mission statement as well as a social media presence such as Instagram or Facebook.
- Organizations must have existed for at least one year in proven efforts of mission. An exception may be granted for new / emerging arts and culture events that have the potential to become an annual/recurring event.

- An organization may only submit up to two applications per fiscal year: one application for a recurring event and one application for a new/emerging event
- Grant funded events must occur within fiscal year from July 1 –June 30.
- Invoice, receipts, and final report must be submitted via e-mail to CTAArtsandCulture@visitcarsoncity.com within 30 days of event.

Ineligibility:

- Received grant in a previous year but failed to submit a Final Report.
- Applicant organization is a Carson City public school district, Carson City or State agency or department, or public college or university administration.
- Projects that serve membership-only organizations or exclude the general public.
- Operating expenses of privately owned facilities, such as homes, studios, and galleries.
- Student scholarships or any re-granting programs. Stipends to Artists are permissible.
- Major equipment purchases, property or mortgage payments, or capital improvements such as building construction or renovation.
- Expenditures for the establishment of a new organization, such as legal fees.
- Administrative costs unrelated to the proposed project.
- Fundraisers
- Food, beverages, alcohol and gratuities for openings, receptions, parties, or other hospitality functions.

Standard Application Process:

- All applications must be submitted using the fillable PDF Grant Application Form and submitted via e-mail to CTAArtsandCulture@visitcarsoncity.com by August 31, 2021.
- No handwritten applications will be accepted. No applications delivered in-person will be accepted.

Prior to submitting your grant request, please be aware that the CTA provides different levels of partner support that may help with printing and graphic design. Please contact the CTA directly to discuss what support may be available to your organization by contacting James Salanoa at 775.283.7687.

Evaluation Criteria:

Commissioners will individually score grant proposals in four categories for a total of 25 possible points. Commissioners will then discuss allocations based upon scoring and available funding. Cultural Commissioners must be recused from presentation, discussion, and voting of any application with which they are associated directly or indirectly.

0 = None, 1 = Poor, 2 = Marginal, 3 = Good, 4 = Excellent, 5= Outstanding

- Project Planning (0-5 points)
 - Project is clearly articulated and well planned with a realistic timeline and clear objectives
 - Provides clear budget with appropriate financial resources to support the event
 - Provides plan to market and promote the event to both local and out of town audiences
 - Demonstrates future sustainability of event (if applicable)
- Project Management/Feasibility (0-5 points)
 - Demonstrated organizational reputability and history to accomplish set goals
 - Involves qualified personnel to manage project
 - Identifies and describes methods to evaluate success, impact, and outcomes
- Community Impact (0-10 points)
 - Demonstrates social, educational, cultural and/or economic relevance for the community
 - Provides a clear plan to reach diverse and underserved populations such as those whose opportunities to experience the arts are limited by geography, ethnicity, economics, or disability
 - Demonstrates capacity to bring non-local cultural tourists to Carson City
- Artistic Merit (0-5 points)
 - Brings new attention to the value of the arts in our community
 - Demonstrates creativity, innovation, and/or originality of concept/work

- Supports the work of local artists

Funding and Credit:

- All awardees are required to submit a W9, invoice, and Final Report within 30 days of the event's conclusion via e-mail to CTAArtsandCulture@visitcarsoncity.com for reimbursement. Only copies of receipts are required. Any unspent grant awards from the Commission are surrendered and do not roll forward into next fiscal year for awardees.
- The Cultural Commission, at its discretion, may recommend that surrendered, unspent, and/or unallocated funds be allocated to other events.
- Grantees must utilize this credit line in any media and press release: "Funded in part by the Carson City Cultural Commission." A Cultural Commission logo will be provided to the applicant.

Final Report:

Submit final report within 30 days of event completion. The Final Report must be submitted and approved before possible funding for the next fiscal year. Carson City reserves the right to use any materials submitted in the final report for any public usage for educational, promotional, or tourism-based purposes.

Redevelopment Special Event Grant

Final Report

Submit via e-mail to CTAArtsandCulture@visitcarsoncity.com within 30 days of event.



Name of Event:

Date(s) of Event:

Location of Event:

Funds Received:

Applicant:

Mailing Address:

Contact Name:

Contact Phone Number:

Contact Email:

Final Report Questions (250 word maximum – use additional pages):

- 1) What methods of evaluation were used to determine the success of the project?
- 2) To what extent was the Cultural Commission support effective in the success of your project?
- 3) How could the Redevelopment Authority Citizens Committee/Cultural Commission/CTA have provided more effective assistance?
- 4) What was the most impactful contribution of your event to Carson City? Where do you improve or modify your event to reach a higher success?
- 5) Give the total number of people in attendance of your project. Include audience zip codes to show visitor engagement.
- 6) Please fill in the percentage of your total attendance: 0-18 / 19-35 / 36-64 / 65+
- 7) Please submit up to 5 images that best represent how the grant funds were utilized. These may be used in future grant promotion, credited to your organization.
- 8) Submit a quote of your perspective on arts and culture that Carson City may use in publications and promotion.

Carson City Redevelopment
108 East Proctor Street, Carson City, NV 89701



Redevelopment Special Event Grant Application
Contact Carson City Culture and Tourism Authority (CTA),
CTAArtsandCulture@visitcarsoncity.com for application schedule/deadlines.

Name of Event & Event Date(s)

Total Funding Request

Redevelopment District Area

#1

#2

Organization Name

Mailing Address, City, State, Zip

Organization Phone

Organization Website

Contact Name, Title

Mailing Address, City, State, Zip

Contact Cell Phone

Contact Email

Event Description and Objectives - For recurring events, include the history of the event and the importance to the community (use additional pages as needed):

Describe any efforts to obtain funding from other sources:

Describe why Redevelopment funds are required for the special event:

Describe how the special event meets the objective of the Redevelopment Plan to strengthen the local economy by attracting and expanding private investments in the Area, create new employment opportunities, increase the city's tax base, and expand public revenue (for Downtown Redevelopment Area 1); or to promote South Carson Street as an auto purchase destination for the region (for Redevelopment Area #2):

List other organizations and businesses partnering or participating in the event:

Describe the facilities and/or area in which the event will occur. Include any proposed street closures:

Have you obtained all necessary approvals and/or permits for the event? Yes No
If not, what approvals are still pending?

How do you plan to market and promote the event?

Explain how the special event may be able to be expanded in the future:

Explain how the special event will be able to transition away from Redevelopment funding support in the future:

Acknowledgment of Application Provisions: (please check each that you acknowledge)

I affirm that this project conforms to all applicable codes, ordinances and regulations, as well as the common principles for Downtown Carson City.

All applicable permits will be obtained for this project and all accompanying inspections will be successfully completed to receive reimbursement.

I affirm that I am in good standing with the Consolidated Municipality of Carson City with respect to taxes, fees, loans or other financial obligations to the City.

If this event is selected for an incentive from the Carson City Redevelopment Authority, I acknowledge that photographs of my event may be used in promotional materials for Carson City.

I affirm, this application and all attachments are true and accurate to the best of my knowledge.

Applicants Signature

Date:

*Note: ALL project related invoices and receipts must be submitted for review at conclusion of the project prior to reimbursement. In addition, approved copies of required City building, sign and other permits must be submitted as a condition of reimbursement and in order for any and all liens to be released.

Application submittal checklist:

Complete Special Event Grant Application Form

Organization chart/structure of the organization conducting the special event, including delineation of lines of responsibility

Resumes of the key individuals in the organization conducting the special event

Current financial statements including a balance sheet and profit and loss statement with explanations regarding the valuation of assets and recognitions of revenues and expenses



STAFF REPORT

Report To:

Meeting Date: July 20, 2021

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Discussion Only: Discussion and presentation regarding an update on the tasks completed by the Carson City Culture and Tourism Authority ("CTA") Arts & Culture Program Services contracted vendor, the Brewery Arts Center, and introduction of Debra Soule, the new CTA Arts and Culture Program Manager. (Nancy Paulson, npaulson@carson.org)

Staff Summary: The Brewery Arts Center was contracted to provide Arts & Culture Program Services for the period of February 1, 2021 to May 11, 2021. David Peterson, CTA Executive Director, will provide an update on the tasks completed during this period. Mr. Petersen will also introduce Debra Soule, the new CTA Arts and Culture Program Manager.

Agenda Action: Other / Presentation

Time Requested: 15 minutes

Proposed Motion

N/A

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

On December 21, 2020, the CTA issued Request for Proposal CTA 2021-001 for Arts and Culture Program Services, inviting qualified persons to submit proposals for Arts and Culture Program Services, for the anticipated initial period of February 1, 2021 to May 31, 2021. The Brewery Arts Center was selected as the contracted vendor. The scope of work for the BAC included the following tasks: (1) coordinate with "The First Lady presents..." arts initiative; (2) coordinate the Fiscal Year 2022 allocation of Carson City Redevelopment Authority funding for arts and culture special events in Carson City; (3) coordinate an art exhibition at the Reno-Tahoe International Airport for 2021; (4) coordinate the installation of a mural on the North wall of the CTA office building; (5) oversee the installation of a mural in the entryway of the CTA office building; and (6) conduct introductory meetings with the Chamber of Commerce, Carson City lodging properties and the arts and culture organizations in the community.

Prior to the expiration of the Arts and Culture Program Services contract, the CTA began the recruitment process for the Arts and Culture Program Manager. After a lengthy recruitment process, that started with 27 potential candidates, Debra Soule was selected for the position. Ms. Soule brings more than 20 years of experience to the role, having worked in municipal and state government positions in Australia, Canada and the United States.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

Attachments:

[Contract CTA 2021-001 Arts Culture Program Services BAC FINAL plus amendment.pdf](#)

[Visit Carson - New Arts and Culture Program Manager \(2\).docx](#)

[Arts Culture Program Manager Job Description Final.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

THIS CONTRACT is made and entered into this 1st day of February 2021, by and between Carson City Culture & Tourism Authority, a local government entity, hereinafter referred to as "CTA", and **Brewery Arts Center**, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Carson City Culture & Tourism Authority Board of Directors is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, CONTRACTOR'S compensation under this agreement does not utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. CTA2021-001** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CTA**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until signed by all parties and insurance certificates are received.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CTA** and hereinafter referred to as the "SERVICES". **CONTRACTOR** agrees that it will avoid ethical conflicts during the term of this Contract. **CONTRACTOR** must notify the CTA Executive Director whenever Contractor has any indication that a conflict might exist. In particular, **CONTRACTOR** agrees not to apply for Redevelopment Authority funding for arts and culture events in Carson City.

2.2 **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For CTA Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

INDEPENDENT CONTRACTOR AGREEMENT
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2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CTA**.

2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CTA** for accepting such SERVICES.

2.6 Before commencing with the performance of any SERVICES under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CTA** and approval of SERVICES shall not forfeit the right of **CTA** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CTA**.

3. CONTRACT TERM:

3.1 The initial term of this Contract shall be effective from February 1, 2021 to May 31, 2021. **CTA** may, in its sole discretion, extend the contract for one month and three additional fiscal years, to June 30, 2024. The Contract may be terminated sooner by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CTA** on its website (www.visitcarsoncity.com), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

4.2 Notice to **CONTRACTOR** shall be addressed to:

Gina Lopez
BREWERY ARTS CENTER
449 W KING ST
CARSON CITY NV 89703-4205
O: 775-883-1976
C: 775-443-6943
gina@breweryarts.org

4.3 Notice to **CTA** shall be addressed to:

Carson City Culture & Tourism Authority
Chris Kipp, Operations Manager
716 N. Carson St., Suite 100
Carson City, NV 89701
775-283-7682
ckipp@visitcarsoncity.com

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CTA** agrees to pay **CONTRACTOR** the Contract's compensation for services rendered for a not to exceed maximum amount of seventeen thousand, one hundred forty-three dollars and forty-four cents (\$17,143.44), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CTA** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CTA** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CTA** no later than the July 15th of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CTA** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. CTA2021-001

Title: Arts and Culture Program Services

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CTA** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CTA'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

INDEPENDENT CONTRACTOR AGREEMENT
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Title: Arts and Culture Program Services

7.3.2.4 If **CTA** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CTA** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CTA** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CTA** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing thirty (30) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CTA**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CTA**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CTA** possession all proprietary information in accordance with "**Section 19**".

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. CTA may set off consideration against any unpaid obligation of **CONTRACTOR** to CTA.

9. LIMITED LIABILITY:

CTA will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any CTA breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

INDEPENDENT CONTRACTOR AGREEMENT
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Title: Arts and Culture Program Services

11.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CTA**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CTA** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CTA** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, in addition to Section 11 (INDEMNIFICATION), shall indemnify and hold **CTA** harmless from, and defend **CTA** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CTA**.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CTA'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 CONTRACTOR, as an independent contractor and not an employee of **CTA**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CTA** shall have no liability except as specifically provided in this Contract.

13.3 CONTRACTOR shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CTA** Purchasing and Contracts, and (2) **CTA** has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CTA** shall be a condition precedent to any payment of consideration under this Contract and **CTA'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CTA** to timely approve shall not constitute a waiver of the condition.

13.5 Insurance Coverage (13.6 through 13.23):

13.6 CONTRACTOR shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CTA**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CTA** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CTA** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CTA** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CTA**, **CONTRACTOR** shall provide **CTA** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CTA** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 General Insurance Requirements (13.8 through 13.23):

13.8 Certificate Holder: Each certificate shall list Carson City Culture & Tourism Authority, 716 N. Carson Street, Suite 100, Carson City, NV 89701 as a certificate holder.

13.9 Additional Insured: By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, Carson City Culture & Tourism Authority, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 Waiver of Subrogation: Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of **CTA**.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

- 13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CTA**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CTA**.
- 13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Culture & Tourism Authority if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Culture & Tourism Authority, 716 N. Carson Street, Suite 100, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to **CTA**.
- 13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.
- 13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Culture & Tourism Authority, 716 North Carson Street, Suite 100, Carson City, NV 89701:
- 13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish **CTA** with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Culture & Tourism Authority to evidence the insurance policies and coverages required of **CONTRACTOR**.
- 13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Culture & Tourism Authority to evidence the endorsement of **CTA** as an additional insured per **Subsection 13.9** (Additional Insured).
- 13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CTA** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CTA** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CTA** or others, and shall be in addition to and not in lieu of any other remedy available to **CTA** under this Contract or otherwise. **CTA** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

13.20.6 CTA, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CTA There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

13.20.9 Contractor waives all rights against CTA and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against CTA with respect to any loss paid under the policy.

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

- 13.21.4 Contractor waives all rights against CTA and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the CTA. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR**'s negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.
- 13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 13.23.3 **CONTRACTOR** waives all rights against CTA and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

14. BUSINESS LICENSE:

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Culture & Tourism Authority.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CTA** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CTA** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CTA** may set-off against consideration due any delinquent government obligation.

If the CTA was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CTA pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CTA**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CTA**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

19. CTA OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CTA** and all such materials shall be delivered into **CTA** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CTA**. Notwithstanding the foregoing, **CTA** shall have no proprietary interest in any materials licensed for use by **CTA** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CTA** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CTA** for honoring such a designation. The failure to so label any document that is released by **CTA** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

22. LOBBYING:

22.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

22.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

22.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

22.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

23. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

24. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

25. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

26. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Conflicts in language between this Contract and any other agreement between **CTA** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

27. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CTA

Carson City Cultural & Tourism Authority Board Chairman
c/o: Chris Kipp, Operations Manager
Carson City Cultural & Tourism Authority
716 North Carson Street, Suite 100
Carson City, Nevada 89701
Telephone: 775-283-7682
ckipp@visitcarsoncity.com

By: 
Mike Jones, CCCTA Chairman

Dated 2-5-2021

CTA'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Deputy District Attorney

Dated _____

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Carson City Culture & Tourism Authority

BY: David Peterson
CCCTA Executive Director

Acct# 7407254-450.03-49

By: 

Dated 2/1/21

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

27. ACKNOWLEDGMENT AND EXECUTION:

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CTA

Carson City Cultural & Tourism Authority Board Chairman
c/o: Chris Kipp, Operations Manager
Carson City Cultural & Tourism Authority
716 North Carson Street, Suite 100
Carson City, Nevada 89701
Telephone: 775-283-7682
ckipp@visitcarsoncity.com

CTA'S LEGAL COUNSEL

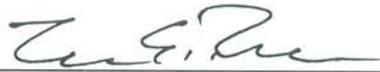
Carson City District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: _____

Mike Jones, CCCTA Chairman

Dated _____

By:  _____

Deputy District Attorney

Dated 2/8/2021 _____

**CONTRACTOR will not be given authorization
to begin work until this Contract has been
signed by Carson City Culture & Tourism Authority**

BY: David Peterson
CCCTA Executive Director

Acct# 7407254-450.03-49

By: _____

Dated _____

INDEPENDENT CONTRACTOR AGREEMENT
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Title: Arts and Culture Program Services

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Gina Lopez

TITLE:

FIRM: BREWERY ARTS CENTER

CARSON CITY BUSINESS LICENSE #:

Address: 449 W KING ST

City: CARSON CITY **State:** NV **Zip Code:** 89703-4205

Telephone: 775-883-1976

E-mail Address: gina@breweryarts.org



(Signature of Contractor)

DATED Feb. 4, 2021

STATE OF Nevada)

County of Carson City) ss

Signed and sworn (or affirmed before me on this 4th day of January, 2021, by



(Signature of Notary)

Gina Lopez.

(Notary Stamp)



INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

SAMPLE INVOICE

Vendor Name: _____
 Vendor Address: _____
 Vendor Phone Number: _____

Invoice Number: _____
 Invoice Date: _____
 Invoice Period: _____

Invoice shall be submitted to:

Carson City Culture & Tourism Authority
 Attn: Chris Kipp
 716 N. Carson St., Suite 100
 Carson City NV 89701-4080

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum \$ _____
 Less amount previously billed \$ _____
 = contract sum prior to this invoice \$ _____
 Less this invoice \$ _____
 =Dollars remaining on Contract \$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

Carson City Culture & Tourism Authority (CTA)

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. CTA2021-001

Title: Arts and Culture Program Services

Exhibit A

SCOPE OF WORK

4.1 The scope of work for the Arts and Culture Program Services will cover the following:

4.1.1 Coordinate with the CTA, the Nevada Arts Council and First Lady of Nevada Kathy Sisolak to implement the art initiative, "The First Lady presents...". The purpose of the project is to promote the Arts by creating a biannual exhibition opportunity for Nevada artists to display artworks at the Governor's Mansion. All interested artists will be called upon to submit 3 samples of their work which will then be judged by a panel of art experts and enthusiasts. The submitting artist chosen by the panel will then be awarded the opportunity to display his or her work in the Governor's Mansion and hold an Artist's Reception sponsored by the First Lady.

4.1.2 Coordinate the Fiscal Year 2022 allocation of Carson City Redevelopment Authority (RDA) funding for arts and culture special events in Carson City. This includes working with the Carson City Cultural Commission and the RDA to provide a recommendation to the Board of Supervisors on the allocation of \$25,000 for arts and culture special events. The Redevelopment policies state that arts and culture special events include performing arts, visual arts, and literary arts, and are generally events such as: a) Theatrical productions; b) Music festivals or music event series involving coordination among multiple event sites or organized through an arts organization; c) Art displays; or d) Other events deemed to be Arts and Culture events as determined by the Carson City Arts & Culture Department.

4.1.3 Carson City Arts: Taking Flight II – Coordinate with the Reno-Tahoe International Airport, CTA, Carson City Cultural Commission, and the Carson City Arts & Culture Coalition to plan and organize an Art Exhibition at the Reno-Tahoe International Airport for 2021.

RFP CTA 2021-001 Arts & Culture Program Services p. 4

4.1.4 Coordinate with Carson City, CTA, Carson City Cultural Commission, the Rotary Club of Carson City, and the Carson City Downtown Neighborhood Improvement District to commission a mural that will become the focal point for tourists and locals in the Carson City Downtown Corridor.

4.1.5 Working with CTA, oversee the call for a muralist to create a mural for the entryway of the CTA office building.

4.1.6 Conduct introductory meetings with the Chamber of Commerce, Carson City lodging properties and the arts and culture organizations in the community.

4.2 Report Procedures and Deliverables:

The contractor will prepare monthly reports that outline the progress of each task listed in Section 4.1 – Scope of Work, for presentation at the CTA Board Meetings.



COST PROPOSAL (revised)

Section I –RFP 2021-001 Arts and Culture Program Services

Brewery Arts Center
449 West King St.
Carson City, NV 89703

Gina Lopez- Contact
gina@breweryarts.org

Office-775-883-1976 Cell- 775-443-6943



Submittal for RFP CTA 2021-001
Arts & Culture Program Services

Brewery Arts Center
449 West King Street
Carson City, NV 89706

775-883-1976
gina@breweryarts.org

MASTER COPY

QUESTIONNAIRE

Provide a detailed narrative for each question on the questionnaire below.

Note: Information contained in the bid process is public information after the CTA review process is completed.

1. General Information

a. Name, or name of company or firm

Brewery Arts Center

b. Address

449 West King Street, Carson City, NV 89703

c. Phone Numbers

775-883-1976

d. Owner, if a company or firm

Non-profit organization

e. Contact Person

Gina Lopez

f. If a company or firm, is the company or firm a subsidiary of a larger agency or associated with another agency? If yes, state the parent company and provide additional information about the parent company.

g. Nevada Business ID (provide a copy of your Nevada Business License)

NV19751004387- Please see attached Nevada Business License exemption form

2. Insurance Information

All-Cal Insurance Agency

a. Insurance Carrier

All-Call Insurance for liability, Markel for Workman's Comp

b. Coverage Summary

Commercial general liability, umbrella liability

c. Coverage Limits (provide proof of insurance)

Please see attached proof of insurance certificate naming the City of Carson City additionally insured.

3. Organizational Information (if a company or firm)

Non-Profit Organization

a. Organizational Structure (i.e. Sole Proprietor, LLC, etc.)

501(c)3

b. Organizational Chart (provide this within the required documents section)

Please see attached organizational chart

c. Provide a list of all employees/Contractors employed by your company or firm which are proposed to be assigned to service this Contract. Complete the attached resume form for each staff listed here and place in the required documents section.

Gina Lopez, Executive Director- See attached resume

Michael Wienczek, Director of Operations- See attached resume

RFP CTA 2021-001 Arts & Culture Program Services p. 13

4. Technical Knowledge

a. What knowledge does the proposer possess regarding arts and culture attractions and organizations in the Carson City area?

As the hub of the arts in the area, the Brewery Arts Center has a profound working knowledge through collaborations and partnerships of every arts and culture entity in the Carson City area and beyond. Furthermore, we have cultivated deep relationships with individual artists and technical companies who support the arts. We belong to several associations and coalitions both locally and nationally and are a member of the Carson City Chamber of Commerce, Reno Tahoe Territories and Association of Performing Arts Professionals. As a place the public goes to for advice on what to do for arts and culture attractions and experiences, we make it a point to stay abreast to all the arts and culture happenings in the area. The fact that we have a two city block campus with several locations for other entities to place advertisements helps us to stay up to date as well.

b. What knowledge does the proposer possess regarding cultural tourism?

Cultural tourism is essential to the economic growth and sustainability of Carson City as motivating tourist to visit is a multi-faceted effort. To appeal to a broader range of visitors, we must bring forth our historical and cultural assets and make sure they are both prominent and inviting. We must also our highlight the various and unique artistic experiences that Carson City has to offer, leaning on its growing reputation as a live music destination.

5. Technical Abilities

a. What abilities does the proposer possess to be able to plan, organize, and direct an arts and culture program for a city, with an emphasis on tourism?

The Brewery Arts Center has demonstrated a proven track record to plan, organize, direct and market over 100 arts and culture events, programs and classes each year on its own and with various collaborators to great success. We have grown to the point where most of our events sell out creating economic stability for all entities involved.

Through the years we have developed and implemented ways to track the economic impact of arts and culture with regards to tourism for both ticketed and non-ticketed events. We can track who is specifically coming for the event, how many nights they are staying as well as what zip code they are coming from and how they heard about the event. We have collected the various data and have been able to share it with both the state and city tourism bureaus to help track and report cultural tourism for Carson City.

b. What abilities does the proposer possess to be able to perform responsible administrative work in a high-profile position dealing with topics under intense public and media scrutiny and respond appropriately as situations change?

As a standalone non-profit organization responsible for its own livelihood as well as a 45 year Carson City institution on two Historical sites, many residents have a personal stake in the Brewery Arts Center either through philanthropy, volunteerism or fond memories of live performances, art exhibits or milestone events. It is for these reasons that we have become accustomed to having to perform all administrative work and programming under intense public and media scrutiny. Over the last six years Brewery Arts Center has learned to seek the public's input before major projects somewhat alleviating negative responses or concerns about any new implementation. Negative responses have remained low as we have earned the trust of our public and the entity along with volunteers and staff have been deeply rooted in the community for several years and have a clear sense of what Carson City wants from an arts and culture authority.

When challenged, we embrace the simple "cup of coffee" approach, inviting the person with the concern to share them face to face over some coffee. This has been an effective strategy as those with true concerns always accept the invitation to chat and those without true concerns simply do not respond.

The master plan, as voted on, should be a living document that is consulted on a regular basis to avoid mission drift. It should act as a roadmap to where you want to go in order to know that you are on the right path as well as know when you have arrived.

The implementation of a public art policy should be as easy as reaching out to a colleague in a similar city with a comprehensive arts district and asking for a copy of their public arts policy and adjusting it to fit your community.

6. Preferred Qualifications

a. Demonstrated passion for increasing access to arts and culture.

The Brewery Arts Center has never been content with the status quo and this was never more evident than this summer with our creative programming during the COVID-19 Pandemic. In coming to terms with not being able to safely produce our 5th Annual Levitt AMP Concert series this year we developed the idea of the Flatbed Concert Series.

For our Flatbed Concert Series, we literally put bands on the Flatbed Truck and drove them through every neighborhood in Carson City, encouraging people to stay at their homes yet giving them opportunity to participate in the power of free, live music. Our first show was June 13 and we would do the next 16 Saturday's through September. Not to forget our visual arts element, we also passed out over 500 art kits to the children in the neighborhoods. This past December, we did three more Flatbed Concerts where musicians performed Christmas music spreading much needed cheer through the holiday season.

Like our Levitt shows, we created a diverse line up of performers and genres and through sponsorship we were able to pay them and our sound tech a fair wage.

We also had the foresight early in the year to order a low frequency transmitter to be able to use our facility for true drive-in movies. By having this capability, we were able to partner with and provide Carson City Classic Cinema Club, Wild Horse Children's Theater and Western Nevada Performing Arts an outlet to showcase their art.

We persevered to fulfill our mission under the most extraordinary circumstances. This creative programming has not gone unnoticed as through the generosity of our community who values what the Brewery Arts Center does for our community each and every day, we have become financially solvent and debt free.

e. What abilities does the proposer possess to be able to develop, create, plan, schedule, and organize arts and culture related events?

In 2014, in order to salvage the organization from pending closure, the Brewery Arts Center had to manufacture revenue generating events from scratch. Utilizing her knowledge and 25 years of experience in both arts and event planning, the newly appointed Executive Director used her skills to create a successful and sustainable series that benefitted both the artists and the organization. Within the first month at the BAC in Sept. of 2014, the Traditional Celtic Music Series was launched and cultivated. From that first performance with 17 attendees, we have grown the series to a point in which each show is a sell out and season tickets are in high demand. It has become a cultural destination for Celtic Music musicians and enthusiasts alike, coming from all over the region to enjoy an evening of cultural entertainment. This series and others like it would create the foundation in which we built larger events including what would become our signature event, the Levitt AMP Carson City Free Summer Concert Series.

The purpose of the Levitt AMP Music Series, funded in part by the Mortimer & Mimi Levitt Foundation out of Los Angeles, is to bring the joy of free, live music to people of all ages and backgrounds, transforming underused public spaces into thriving community destinations. As a result of winning this grant (one of only 15 communities selected nationwide) Carson City has been a part of a national network of Levitt AMP concert sites since 2016, strengthening communities through music. At the Brewery Arts Center, we bring 2000-3000 people together each Saturday night and activate this public place for all to enjoy 10 consecutive weeks in the summer. The Levitt Amp Carson City Music Series created a perfect way to make the Brewery Arts Center a vibrant gathering space for our community, our visitors and the entire region.

Because of the magnitude of Levitt, we have become experts at being able to mobilize staff and volunteers to create an experience they enjoy and are proud of being a part of as well as navigate through all permitting, contracting, and scheduling with significant ease.

f. What abilities does the proposer possess to be able to develop and implement a master arts plan and public art policy?

In 2015 the Brewery Arts Center participated in the development of the Arts & Culture Master Plan by the Carson City Cultural Commission and has been able to closely follow and check off achievements listed as needed for a thriving arts and culture community. Additionally, the BAC has just completed and accomplished everything on the Brewery Arts Center's five year master plan including a new roof for our Performance Hall, new lighting equipment and paying off the Performance Hall building.

b. Training or experience in diversity, equity and inclusion best practices.

Through our association with the Levitt Foundation, both full time employees of the Brewery Arts Center have received thorough training in all DEI matters. Additionally, both full time employees of the Brewery Arts Center that would be involved in this contract represent a diverse perspective, representing both the Hispanic Latino community and the LGBTQ+ community. The BAC Executive Director recently participated in the 2021 Association for Performing Arts Professionals conference panel on the topic of BIPOC Arts Professionals Affinity Group.

c. Demonstrated leadership and willingness to engage a community or communities to further develop a vision and goals for a vibrant arts and culture program.

The Brewery Arts Center has become the go-to entity for all matters art, whether writing and receiving grants for other organizations and artists or assisting in the production of quality events, or helping the Bank Saloon create an RFP and recruit a muralist, the BAC selflessly and eagerly lends their time and talent to many entities and individuals thereby fulfilling our mission to cultivate arts and also the deeper goal of creating a vibrant arts and culture community as a whole.

We have received national recognition for our community leadership in the arts and Executive Director Gina Lopez has been a featured speaker for both the Creative Placemaking Leadership Conference in 2019 and the Levitt Foundation presenter's conference in years 2017-2019. She was also set to present about the BAC's work in Carson City at the International Downtown Association Conference in Orlando in October of 2020 but the conference has been postponed due to the COVID-19 pandemic.

REQUIRED INFORMATION

The factors listed in this section will weigh heavily into the CTA's decision-making process on this project. These evaluation requirements are minimum requirements.

9.1 A Statement of Project Understanding

The Brewery Arts Center understands and acknowledges the scope of work outlined in this RFP and the necessity to successfully see these projects to completion and, if determined by the Carson City Cultural Commission and Tourism Board, ensure that these projects and events endure into the future and become signature events of the arts community.

a. Demonstrate the knowledge, skills and abilities to perform the specifications of the RFP.

The Brewery Arts Center is certain the scope of work is achievable in the given time frame even though some of the events will take place after current contract has ended. We also know we can implement additional programs to help promote cultural tourism for Carson City as we know this contract is directly linked to occupancy levels and can prove direct impact by arts and culture.

9.2 Project Approach

a. Proposal is organized and responsive to all requirements of the RFP, and proposer exhibits competence regarding the proposed scope. Proposer exhibits insightful approach to the scope of work.

9.3 Key Personnel Information:

a. Key staff or individual information (no more than one-page resume per member).

b. Relevant experience and abilities.

c. Demonstrated commitment and availability to the program.

d. Accessibility to CTA Staff

Please see refer to attached resumes for Gina Lopez and Michael Wiencek and note that the Brewery Arts Center and these individuals specifically have a strong and ongoing working relationship with the entire CTA staff.

9.4 Project Experience

a. An example of managing an arts and culture program.

For this example we will select the Levitt AMP Carson City Free Summer Concert Series to demonstrate our ability to successfully manage an arts and culture program. In late 2015, we learned about the Levitt AMP (Your City) grant and applied after successfully producing a few outdoor concerts in 2015 in conjunction with the Jazz and Beyond Music Festival. The award was a two part process, first the initial grant application had to make it into the top 40 proposals and next the public online voting process determined which proposals made it into the top 25 and the 15 grants would be awarded from that top 25.

After we were awarded the \$25,000 grant we immersed ourselves with learning all we could to create community through the power of free live music, knowing the entire time that the

concert wasn't the objective but merely the vehicle to build community and a strong arts community. Having a clear vision and mission about the series always allowed us to make appropriate decisions all the way through the process. Creating a diverse series was the first and foremost priority. By presenting unique genres, we would build our audience and be able to engage all people from the community.

Over the last five years, we have grown the event and shaped it to best serve our community. We are able to present high level, Grammy winning performers to our community barrier free and it has become a part of the fabric that makes Carson City great. Additionally, we always tie in visual arts elements in the form of a community mural wall and help other community partners by giving them free space at the Levitt Concerts. That kind of exposure to 2000-3000 people each week is an invaluable asset to the other non-profits that Carson City benefits from. Please see enclosed budget from the 2018 Levitt AMP Carson City Concert Series.

b. An example of working with multiple arts and culture organizations.

This past summer, the Brewery Arts Center worked with Carson City Classic Cinema Club, Wild Horse Children's Theater and Western Nevada Performing Arts Center to allow them to fulfill their mission in a safe manner by using our space and equipment. On a regular basis we work with the above entities as well as a multitude of arts and culture organizations including High Sierra Swing Dance Club, Jazz and Beyond, Proscenium Players, Inc., Bruka Theater, and Sierra Nevada Ballet to name a few.

c. An example of working with a board or commission.

The Executive Director of the Brewery Arts Center answers to the Board of Directors. Additionally, we work with several Carson City commissions including the Historic Resource Commission, Cultural Commission, Tourism Commission and Redevelopment Commission.

All examples should include a brief project overview, budget and location.

d. A minimum of 3 professional references and associated contact information.

1. Sierra Scott, Nevada Arts Council and Wild Horse Children's Theater
Ph: 314-709-0755 Email: sierramegan@gmail.com
2. Kelly Dodge, KD Sound, Sound Engineer, Improv Actor
Ph: 775-772-6011 Email: kdsoundco@gmail.com
3. Rhonda Abend, Carson City Classic Cinema Club
Ph: 775-315-8495 Email: classiccinemaccnv@gmail.com

The Levitt AMP [Your City] Grant Awards are a matching grant opportunity in the amount of \$25,000. Total matching funds, in both cash and in-kind combined, must be equal to or greater than \$25,000. A minimum of \$12,500 (at least 50% of matching funds) must be cash.

Total matching funds may exceed the amount requested for your Levitt AMP grant, though all funds raised from grants, sponsorships and donations must be used towards your Levitt AMP [Your City] Music Series and reflected in your budget accordingly. On-site earned income—including vendor fees, food and beverage sales, and on-site audience donations at the concerts—is not required to be used towards your Levitt AMP [Your City] Music Series, but must be reported in the Final Finance Report.

I. INCOME

The total amount for each line item below should correspond with the total amounts in Section II and Section III. Total Income = Levitt AMP Grant Request + Cash Match + In-kind Match

Levitt AMP Grant Request	\$25,000
Cash Match	\$ 49,000
In-kind Match	\$ 9,500
TOTAL INCOME	\$ 83,500

II. MATCHING FUNDS, CASH

Cash refers to cash donations, sponsorships, and grants expected to be received in support of your Levitt AMP [Your City] Music Series. List each source of cash match funds, along with the dollar amount anticipated to be received from that source.

For each cash source listed below, indicate the level of commitment from the drop down list: **Secured** means that the funds have been confirmed; **Pending** means that the source is considering your cash request, but funds have not yet been confirmed; **Unknown** means that a potential source for cash funds has been identified, but not yet approached. Amounts entered in each line item below will be rounded to the nearest dollar.

Source	Amount	Level of Commitment
City of Carson City	\$ 5,000	Unknown
Nevada Division of Tourism	\$ 8,000	Pending
Nauman Foundation	\$ 3,000	Unknown
Robert Z. Hawkins Foundation	\$ 10,000	Unknown
Nevada Arts Council	\$ 7,000	Secured
Business Sponsorships	\$ 13,500	Secured
IM Tour Grant	\$ 2,500	Pending
		Choose One
Total Cash Match	\$ 49,000	

III. MATCHING FUNDS, IN-KIND

In-kind contributions are contributions of goods or services, other than cash, expected to be received in support of your Levitt AMP [Your City] Music Series. In-kind contributions may be goods such as equipment, food and beverages for artists and volunteers, portable restrooms, etc.; professional services that are donated free of charge or provided at a reduced rate that incorporate specific skills such as marketing, security, photography, etc.; or payments made directly by other entities for services used for your Levitt AMP [Your City] Music Series such as ASCAP/BMI/SESAC fees, utilities, internet, etc.

List each source and item for in-kind contributions, along with the dollar value of the contribution anticipated to be received from that source. For each in-kind source listed below, indicate the level of commitment from the drop down list: **Secured** means that the contribution has been confirmed; **Pending** means that the source is considering your in-kind contribution request, but the contribution has not yet been confirmed; **Unknown** means that a potential source for an in-kind contribution has been identified, but not yet approached. Amounts entered in each line item below will be rounded to the nearest dollar.

Source	Item	Amount	Level of Commitment
Gold Dust West	Artist accommodations	\$ 2,000	Secured
Max Casino	Artist accommodations	\$ 3,500	Secured
Carson Culture and Tourism Authority	Printing	\$ 1,500	Secured
Moondance catering	Artist food	\$ 2,000	Secured
La Prenza	Advertisement	\$ 500	Choose One
			Choose One
Total In-Kind Match		\$ 9,500	

IV. EXPENSES

The following expense categories are meant as a guide, based on typical expenses associated with producing an outdoor concert series. With the exception of required* budget line items, every expense line item may not apply to every applicant budget. Please review expense category descriptions for further information.

() Indicates a required budget line item, which can be paid with cash or received as in-kind.*

Personnel, non-production*: costs associated with individuals paid to coordinate, promote and administer your Levitt AMP concert series, not including production crew.

Personnel, production*: costs associated with individuals paid specifically to work on the technical production of the concerts, including sound and lighting technicians, stagehands, etc.

Talent fees*: costs associated with contracting artists to perform during your Levitt AMP concert series. All artists must be paid for their performances.

Equipment rentals: rental costs including staging; sound equipment; lighting equipment; generators; tables, chairs, and tents for booths; etc.

Hospitality*: costs associated with providing food, water and other beverages for your performers and volunteers.

Custodial services: costs associated with ensuring that your Levitt AMP site is clean before and after concerts, including both audience and performance areas, as well as public restrooms.

Security: costs associated with hiring security to ensure a safe environment for all Levitt AMP participants including artists, staff, audiences, and volunteers. Areas to be monitored include, but are not limited to, performance and backstage areas, public audience area, public restrooms, and adjacent parking areas.

Portable restrooms: costs associated with renting portable restrooms if permanent public restrooms are not available on-site; the number of public restrooms on-site will not accommodate your expected audience size; or public restrooms are not located close enough to be easily accessed by children, seniors, or anyone with limited mobility.

ADA compliance: costs associated with modifying your Levitt AMP site in order to be compliant with the American with Disabilities Act. For guidance, consult with the entity that manages the public space and/or visit <http://www.ada.gov/>.

ASCAP/BMI/SESAC fees*: costs associated with performance rights fees. As a musician-friendly organization, the Levitt Foundation is committed to ensuring that all artists receive their due royalties.

Site: costs associated with usage of the public space for your Levitt AMP concert series, such as costs to rent the space or permit fees.

Photography: costs associated with hiring a professional photographer to capture audience and performance shots during your Levitt AMP concert series.

Insurance: coverage for your Levitt AMP concert series may include general liability, special events, etc. Consult with the entity that manages the public space for guidance and specific insurance requirements.

Administrative*: general costs associated with coordinating your Levitt AMP concert series that are not directly related to a specific expense category, including office supplies, photocopies, printing, internet, telephone, postage, etc.

2018 Levitt AMP [Your City] Budget

Applicant: Brewery Arts Center

*Advertising/Marketing**: costs associated with the promotion of your Levitt AMP concert series including print pieces, radio and television spots, online, etc.

Other: all other costs not categorized above. Include a description of each Other expense line item you list below.

For each budget line item, enter the amount to be paid in cash, whether from matching funds or your Levitt AMP grant request, and enter the amount to be covered by any in-kind contributions. The amount in the total column for each budget line item will auto-sum based on the amounts entered in the cash and in-kind columns. Amounts entered in each line item below will be rounded to the nearest dollar.

Total amount for each expense line item = cash + in-kind.

Category	Total (\$)	Cash (\$)	In-kind (\$)
Personnel, non-production*	\$ 5,000	\$ 5,000	
Personnel, production*	\$ 14,000	\$ 14,000	
Talent fees*	\$ 30,000	\$ 30,000	
Equipment rentals	\$ 2,400	\$ 2,400	
Hospitality*	\$ 8,500	\$ 1,000	\$ 7,500
Custodial services	\$ 1,200	\$ 1,200	
Security	\$ 2,000	\$ 2,000	
Portable restrooms	\$ 700	\$ 700	
ADA compliance	\$ 0		
ASCAP/BMI/SESAC fees*	\$ 900	\$ 900	
Site	\$ 0		
Photography	\$ 500	\$ 500	
Insurance	\$ 0		
Administrative*	\$ 3,000	\$ 3,000	
Advertising/Marketing*	\$ 9,000	\$ 7,000	\$ 2,000
Other: Permits and fees	\$ 800	\$ 800	
Other: Production equipment/tees	\$ 5,500	\$ 5,500	
TOTAL EXPENSES	\$ 83,500	\$ 74,000	\$ 9,500

V. BUDGET COMMENTS

Use the space below if you would like to share additional information about your Levitt AMP [Your City] Music Series budget.

We are basing the numbers off of the two previous years and because we have acquired the much of the production equipment necessary to continue to produce the concerts series at this level, the budget is actually smaller. For instance, a lot of labor and money went into building the stage ramp for the 2017 event.

We have already secured many of our business sponsorships and more are still coming in. We have already secured the funds from the Nevada Arts Council and Nevada Division of Tourism.

Gina Lopez

gina@breweryarts.org

775.443.6943

Professional Experience

Brewery Arts Center, Carson City, NV

August 2014- present **Executive Director**

Achievements & Responsibilities:

- 6-figure turn around in the first year
- Between \$150k - \$500k national and local grant awards received annually
- Manages, markets and oversees 100 events, concerts, projects and classes each year
- Grant writing, fiscal responsibility and oversight
- Artist coordinator / booking agent / hiring staff
- Liaison to our over 15 partner organizations
- Mission accountability

IGNNK, Inc., Carson City, NV

July 2004- 2015 **Director of Creativity & Special Events**

Achievements & Responsibilities:

- Assisted in the development of an online professional development program
- Handled all aspects of customer service, troubleshooting and technical support
- Oversaw and ran multiple international special events with the goal of building community

ICDA Charter High School, Reno, NV

Aug. 2001-June 2004 **Performing Arts Director**

Achievements & Responsibilities:

- Developed Performing Arts Program
- Recruitment and Retention Strategy for Students
- Manager of Performing Arts Campus
- Curriculum Approval
- Program and show producer
- Grant Writer

Eldorado Hotel Casino, Reno, NV

July 1999-August 2001 **Dir. Of VIP Services and Special Events**

Achievements & Responsibilities:

- Instilled ultimate customer services practices to employees
- Trained several entry level employs up to management positions
- Coordinated multi-million dollar events
- Managed and scheduled VIP Services Department
- Worked with marketing departments to maintain key messaging
- Developed and maintained department budget
- Multi department coordination for property wide special events

Education

University of Phoenix, Reno, NV - Post Graduate work

University of Nevada, Las Vegas, Las Vegas, NV - Bachelor of Arts

Current Volunteer Responsibilities

TEDxCarsonCity - Lead Organizer & licensee, Proscenium Players, Inc. – Treasurer, City of Carson City Redevelopment Citizens Committee Member

Awards

DaVos Scholarship UNLV (1990), Outstanding Graduating Senior UNLV-College of Fine Arts (1994), Nevada Women's Fund: Woman of the Year (1997), Reno Gazette Journal, Best of Education Award (2002), Featured Artist- Artown (2007), Foundation for the Betterment of Carson City-Organization of the Year Award (Let Them Be Kids 2013), Northern Nevada Business Weekly's Top-40 Powerful Women (April 2018)

Michael Wiencek

mikey@breweryarts.org

775.315.3244

Professional Experience

Brewery Arts Center, Carson City, NV

April 2020- present **Director of Operations**

Achievements & Responsibilities:

- Managing staff and volunteers
- Managing campus resources
- Responsible for \$240,000 State Historic Preservation Grant for facility
- Coordination and implementation of concerts and events
- Artist coordinator / booking agent / hiring staff
- Liaison to our over 15 partner organizations
- Mission accountability

Comstock Propane, Carson City, NV

2012- 2020 **Commercial Tanker Driver/Service Technician**

Achievements & Responsibilities:

- Certified through State of Nevada LP Gas board
- Coordination of deliveries across Northern Nevada

Naturally Beautiful Gardens, Carson Valley, NV

2007-2012 **Project Foreman**

Achievements & Responsibilities:

- Manage staff and laborers on custom landscape projects
- Responsible for direct customer relations
- Executed custom landscape designs from blueprint to completion

Nationwide Communications and CBS Broadcasting, Seattle, WA & Portland, OR

1994-2000 **Promotions Administrator**

Achievements & Responsibilities:

- Managed promotion department staff and interns
- Created and carried out sales promotions and special events
- Onsite talent at promotional events, concerts, parties and large public events
- On air talent and producer of specialty shows

Education

Mt. Hood Community College 996-1998

Associates degree program, media broadcasting

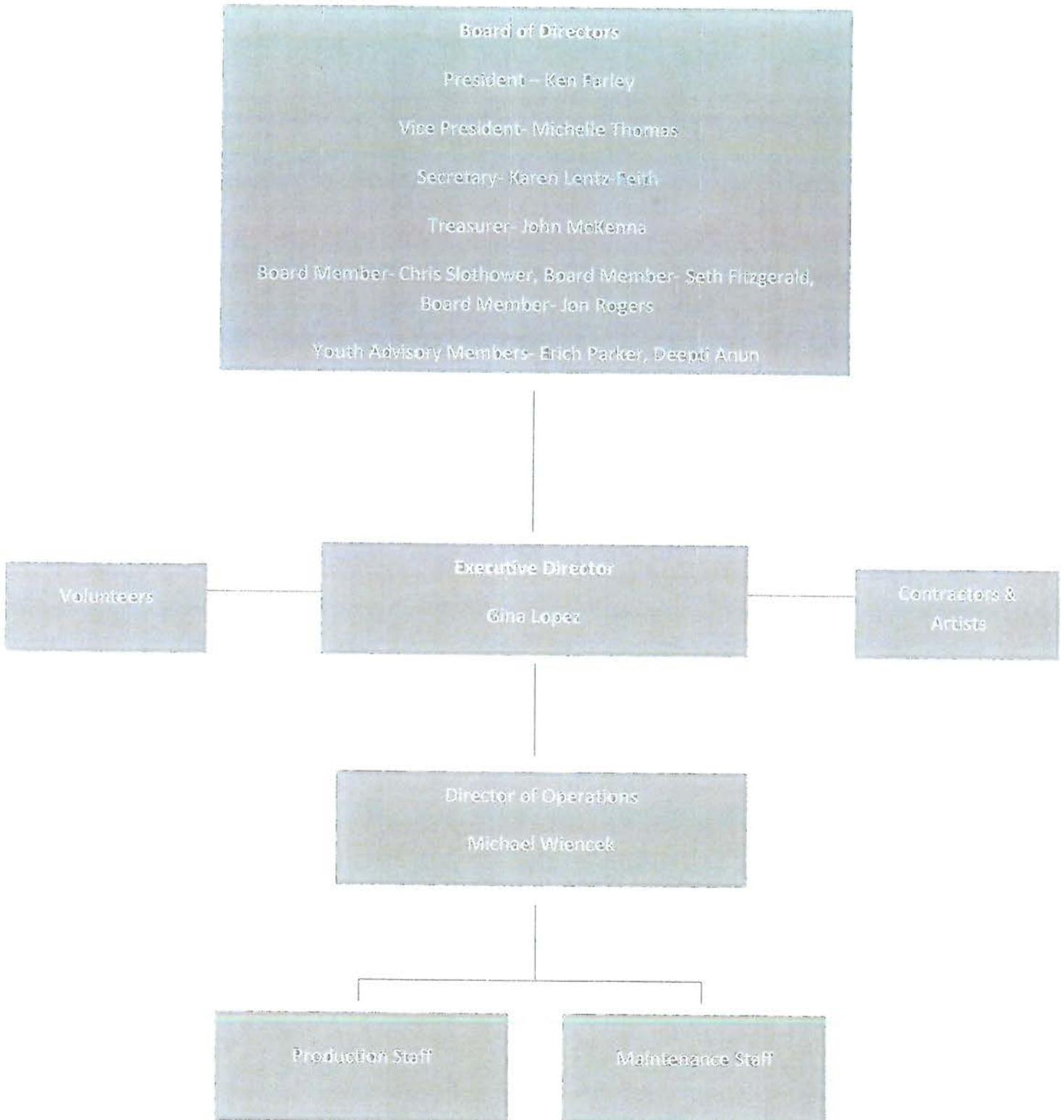
Current Volunteer Responsibilities

Brewery Arts Center, Board of Directors 2014-2020, Proscenium Players, Board of Directors 2014-2017, Sassabration Organizing Committee 2015- present, Christmas in April, Seattle Washington (annually)

Awards

2019 Carson City Mayor's Art Awarding Winner – Service to the Arts

Organizational Chart



BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
*Deputy Secretary for
Commercial Recordings*

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

*Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888*

CERTIFICATION OF EXEMPTION
NEVADA STATE BUSINESS LICENSE

You have filed a notice citing a statutory exemption pursuant to Nevada Revised Statutes and therefore are not required to maintain a Nevada State Business License.

If your exemption changes or your business is no longer exempt, you must file an amendment reflecting your current business status.

Nevada Business Identification Number: NV19751004387

Entity Name: BREWERY ARTS CENTER

Associated Business Name:

Entity Type: Domestic Nonprofit Cooperative Corporation Without Stock (81)

Exemption Code: 007 - Exception - 501(c)

Issued this 10/19/2020

Please post in a Conspicuous Location



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2021

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

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

PRODUCER All-Cal Insurance Agency 505 Vernon Street Roseville CA 95678		CONTACT NAME: Kimberly Chzyz PHONE (A/C, No, Ext): (916) 784-9070 FAX (A/C, No): (916) 784-0158 E-MAIL ADDRESS: kimberly@all-calinsurance.com	
INSURED Brewery Arts Center 449 W King Street Carson City NV 89703		INSURER(S) AFFORDING COVERAGE INSURER A: Alliance Of Nonprofits For Insurance Risk Retention NAIC # 10023 INSURER B: North American Elite Insurance Company 29700A INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL20122209863 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Improper Sexual Conduct \$ 500,000 / 500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Liquor Liability - Included	Y		2021-62752	01/08/2021	01/08/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			2021-62752	01/08/2021	01/08/2022	MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2021-62752UMB	01/08/2021	01/08/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CWB 00 185 27-01 62752	01/08/2021	01/08/2022	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Employee Dishonesty Forgery & Alteration			CWB 00 185 27-01 62752	01/08/2021	01/08/2022	Limit \$ 50,000
							Limit \$ 50,000
							Deductible \$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Carson City, its officers, agents, officials, employees and volunteers are named additional insured regarding the operations of the named insured under their agreement. Form CG 20 10 applies.

CERTIFICATE HOLDER		CANCELLATION	
Carson City 201 N Carson Street Carson City NV 89701		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Named Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of Carson City, its officers, agents, officials, employees and volunteers	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or Organization(s) shown in the Schedule, but only With respect to liability for “bodily injury”, “property Damage” or “personal and advertising injury” caused, in whole or in part by:
1. Your acts or omissions; or
 2. The Acts or omissions of those acting on your behalf;
- in the performance of your ongoing operation for the additional insured(s) at the location(s) designated above.
- HOWEVER:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This insurance does not apply to “bodily injury” or “property damage” occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

- C. With respect to the insurance afforded to these Additional insureds, the following is added to Section III – Limits Of Insurance:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 1. Required by the contract or agreement; or

2. Available under the applicable Limits of insurance show in the Declarations; whichever is less.

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



Carson City Business License Division

108 E. Proctor Street
Carson City, NV 89701
(775) 887-2105 - Hearing Impaired: 711
buslic@carson.org

BUSINESS LICENSE CERTIFICATE

Business Name: Brewery Arts Center

Business Location: 449 KING ST W
Carson City, NV 89503

Mailing Address: 449 KING ST W
Carson City, NV

Owner:

License Number: BL-000573-2020

License Type: Business License

Issued Date: 1/1/2021

Classification: Commerical Location

Expiration Date: 12/31/2021

Thank you for choosing to operate your business in Carson City.

Please provide any changes to the business information to the Business License Division. Licenses are not transferable.

If you have any questions concerning your business license, contact the Business License Division.

TO BE POSTED IN A CONSPICUOUS PLACE

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
Contract No. CTA2021-001
Title: Arts and Culture Program Services

BREWERY ARTS CENTER ("Contractor") and the CARSON CITY CULTURE & TOURISM AUTHORITY ("CTA") hereby amend the INDEPENDENT CONTRACTOR AGREEMENT, Contract No. CTA2021-001, Arts and Culture Program Services ("Agreement") as follows:

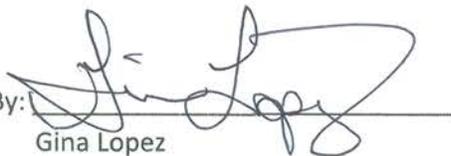
Contractor and CTA agree that the Agreement term shall terminate on May 11, 2021.

Contractor and CTA also agree that the payment to Contractor shall be reduced by \$2,765.07, for a total contract amount of \$14,378.37.

Except as set forth in this Amendment, the Agreement shall otherwise continue in full force and effect in accordance with its terms.

This Amendment will become effective when signed by all parties.

Brewery Arts Center

By: 
Gina Lopez

Carson City Cultural & Tourism Authority

By: 
David Peterson, Executive Director

Dated: 4/21/21

Dated: 4/21/21



Media Contact:
Nicole Shearer | KPS3
nicole.shearer@kps3.com

Visit Carson City hires Debra Soule as Arts & Culture Program Manager
Soule to lead implementation of the Carson City's Arts & Culture Master Plan

CARSON CITY, NEV. – Visit Carson City announced it has hired Debra Soule as its new Arts & Culture Program Manager. Soule brings more than 20 years of experience to the role, having worked in municipal and state government positions in Australia, Canada and the United States.

Soule will be starting in her new role later this month. She will be implementing, organizing, managing and evaluating programs, events and activities that promote cultural tourism and the arts in Carson City. This includes special events, festivals, public and community art projects, and collaborations with tourism industry partners, arts and culture organizations, community groups and schools to promote program awareness and to advance the overall efforts of Carson City's arts and culture tourism programs.

"Debra brings expert knowledge and experience to the Carson City arts and culture community," David Peterson, executive director of Visit Carson City, said. "She understands the importance behind broad community and business involvement in cultural planning and in cultural programs. I am confident that she will cultivate strong working relationships to further develop the areas of cultural tourism, arts administration and public art, which are critical pillars of our community."

Prior to joining the Visit Carson City, Soule was a cultural planning consultant working with a number of cities and municipalities in Ontario, Canada. She was also the economic development coordinator of arts, culture and heritage for the City of Kawartha Lakes where she spent nearly seven years implementing a plan to strengthen non-profit organization operations, foster the growth of the arts and cultural businesses and enhance cultural tourism in the region.

Soule undertook doctoral studies in local economic development at York University, has a master's degree in community social planning, and a bachelor's degree in social psychology from the University of Guelph. One of Soule's first priorities in her new role will be to engage with the arts and culture community to clarify current needs and aspirations.

"I know from experience that cultural programs, events and businesses transform communities," Soule said. "Not only do they boost quality of life and vibrancy, a thriving cultural scene also attracts talent and entrepreneurs, attracts visitors, invigorates the local economy and reshapes a city's overall image. My goal is to enable creativity to flourish in Carson City by aligning

people, resources and projects and by strengthening collaboration between municipalities, cultural sector organizations, businesses and the broader community based on a shared vision.”

About Visit Carson City:

[Carson City](http://visitcarsoncity.com) is where history lives and adventure awaits. Carson City boasts an array of outdoor adventures, restaurants, golf courses, historical attractions, museums, gaming opportunities and a plethora of events and entertainment. Visitors will find plenty of exciting activities and experiences to choose from. In the heart of the action, Carson City is nestled just minutes from the legendary Lake Tahoe, electrifying Reno, historic Virginia City and the majestic Sierra Nevada mountain range. For more information, go to Visit Carson City’s website at visitcarsoncity.com.

JOB DESCRIPTION

JOB TITLE: Arts & Culture Program Manager	FLSA:	Exempt
OFFICE: Carson City Culture & Tourism Authority (CTA)	GRADE:	CCCTA
REPORTS TO: CCCTA Executive Director	DATE:	April 2021
RANGE: Hourly \$19.2308 - \$31.2500 Annual \$40,000.00 to \$65,000.00		

SUMMARY OF JOB PURPOSE:

Implements, organizes, manages and evaluates programs, events, and activities that promote cultural tourism and the arts. This would include special events, festivals, public and community art projects, and arts education, representing all types of art. Organizes and conducts outreach efforts and collaborates with lodging partners, tourism industry partners, arts and culture organizations, community groups, and schools, to promote program awareness and advance the overall efforts of the CTA's arts and culture tourism program.

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

1. Develops, implements and manages arts and culture tourism program.
 - a. Recommends, develops, and implements short/long term-goals, objectives, and projects.
 - b. Creates and seeks partnership opportunities with special event promoters, lodging properties, tourism industry partners, non-profit organizations, arts and culture organizations, schools and other organizations and businesses, to advance the overall goals of the program, the CTA, the Carson City Cultural Commission and the City.
 - c. Evaluates and modifies programs for maximum efficiency and customer satisfaction by reviewing current standards and programs, conducting special event participant surveys/evaluations and researching similar programs.
 - d. Prepares and presents program reports to CTA.

- e. Markets and generates awareness for programs and projects by assisting, the CTA Marketing Manager, in the development of brochures/one-sheets, updates for VisitCarsonCity.com and VisitCarsonCity.biz websites, events calendar and social media platforms; assists with arts and culture media plan; prepares information for e-blasts.
2. Plans, implements and acquires City/CTA owned public art, in accordance with Carson City's Arts & Culture Master Plan.
 - a. Coordinates the process for selecting artists for commissioned projects including writing and distributing RFPS/RFQs and coordinating selection panels.
 - b. Writes, negotiates, and monitors contracts with artists for the purchase of artwork and commissioning of public art.
 - c. Serves as a liaison with City departments/offices and outside agencies through design development, review of projects which include a public art element.
 - d. Develops, implements, and monitors service contracts for the maintenance and conservation of public art owned by the City/CTA.
 3. Conducts extensive community outreach efforts.
 - a. Develops methods and opportunities for community input and participation.
 - b. Organizes and facilitates workshops, classes and public presentations.
 - c. Serves as a liaison between artists, City Departments/Offices, designers, architects, landscape architects, arts and culture organizations and community groups.
 - d. Drafts reports and presents to the CTA Board of Directors, Carson City Cultural Commission, City staff and the Carson City Board of Supervisors.
 4. Implements Carson City's Arts & Culture Master Plan as adopted or revised.
 5. Assists in the development and implementation of the arts and culture tourism program funding and budget.
 - a. Researches, writes, submits and administers applicable federal, state, local and private foundation grants.
 - b. Generates funds through contacts with private sector organizations, non-profit organizations, foundations, government entities and other sources, through special events, festivals, activities and classes, etc.
 6. Assists in the development and implementation of goals, objectives, policies, and priorities for the arts and culture tourism program.

7. Communicates and confers with lodging properties, arts and culture organizations, City agencies, special interest groups, and concerned citizens regarding services and programs.
 - a. Elicits opinions and relevant feedback, answers questions and addresses concerns, facilitates productive discussions, and represents the CTA in a positive and effective manner.
8. Reviews, analyzes, evaluates and summarizes a variety of narrative and statistical data and feedback regarding the arts and culture program.
 - a. Monitors success in terms of utilization, customer satisfaction, cost effectiveness, return on investment and over-all value to the community.
 - b. Initiates and monitors necessary changes and modifications to current program as well as updating future planning and projections accordingly.
9. Participates in a variety of activities to enhance community relations.
 - a. Develops and manages outreach efforts and activities to enhance program visibility within the community
 - b. Makes presentations, attends meetings and events, and participates in community organizations.
10. Prepares contracts, inspects or supervises on-site public art installations and/or the delivery of contracted services, and evaluates completed work for project acceptance.
11. Coordinates plans for maintaining public art with the City of Carson City.
12. Serves as subject matter expert and the liaison for the CTA, Carson City Cultural Commission and City, regarding sensitive and controversial issues.
13. Prepares and presents staff reports and other necessary correspondence.
14. Attends and participates in professional organizations in order to maintain awareness of new trends and developments in the areas of cultural tourism, arts administration and public art.
15. Demonstrates courteous and cooperative behavior when interacting with elected officials, board and commission members, lodging partners, arts and culture organizations, vendors, clients, visitors, and staff.
16. Uses standard office equipment and drives a personal motor vehicle to attend meetings and visit off-site locations, in the course of the work.

17. Demonstrates commitment through leadership by developing policies and services reflecting diversity, equity, and inclusion of all people regardless of race, ethnicity, cultural affiliation, age, disability, gender equity, socio-economic status, religion or language.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's degree with major course work in cultural planning, arts, public administration, or a related field and three (3) years of arts and culture tourism experience; OR an equivalent combination of education, training and arts and culture tourism experience as determined by the CTA executive director.

Required Knowledge and Skills

Knowledge of:

- Operational characteristics, services and activities of an arts and culture tourism program.
- Principles and practices of cultural, visual and performing arts development and administration.
- Principles and practices of program development and administration.
- Recent and on-going developments, current literature, and sources of information related to cultural, visual, and performing arts planning and administration.
- Demonstrated skills in working respectfully with people regardless of race, ethnicity, cultural affiliation, age, disability, gender identity, socio-economic status, religion or language.
- Principles and procedures of implementing and directing public arts and cultural service programs and the development of such programs through community participation.
- Principles and practices of governmental agency budget development, administration, implementation and reporting.
- Principles and practices of grant writing, fundraising and contract management.
- Applicable laws, codes and regulations.

- Computer applications related to the work.
- Records management principles and practices.
- Techniques for dealing with a variety of individuals, at all levels of responsibility, in person and over the telephone, often where relations may be confrontational or strained.
- Communicating effectively in oral and written forms.

Skill in:

- Managing, developing and implementing a comprehensive arts and culture tourism program.
- Participating in the development and administration of goals, objectives and procedures.
- Preparing and administering grant proposals, reports and letters of inquiry.
- Understanding and implementing oral and written directions in an independent and effective manner.
- Managing facilities and/or use permits.
- Conducting meetings and facilitating communications in a clear, concise and positive manner.
- Analyzing problems, identifying alternative solutions, projecting consequences of proposed actions and implementing recommendations in support of goals.
- Researching, analyzing and evaluating new service delivery methods and techniques.
- Coordinating multiple projects and complex tasks simultaneously.
- Interpreting, applying and explaining complex federal, state and local laws, regulations and policies related to the areas of responsibility.
- Using initiative and independent judgment within general policy guidelines.
- Establishing and maintaining effective work relationships with staff, contractors, lodging properties, arts and culture organizations and the public.
- Ensuring proper authorization and documentation for disbursements and other transactions.

SUPERVISION RECEIVED AND EXERCISED:

- Under Direction - Assignments and objectives are presented to incumbents at this level and established work processes are to be followed. Incumbents have some flexibility in the selection of work methods, the timing of work processes, and the methods of completing tasks.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Valid driver's license

PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in a typical office setting, use standard office equipment and stamina to sit for extended periods of time; strength to lift and carry up to 50 pounds; vision to read printed materials; and hearing and speech to communicate in person or over the telephone; exposure to traffic conditions and external environment when traveling from one office to another.

CONDITIONS OF EMPLOYMENT:

1. This classification is considered FLSA exempt and is an at-will position. As such, the incumbent may be terminated at any time for any reason, or no reason.
2. Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.

I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

“The CTA is an Equal Opportunity Employer”



STAFF REPORT

Report To: **Meeting Date:** July 20, 2021

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Discussion Only: Discussion and presentation regarding the Carson City Culture and Tourism Authority ("CTA") Arts & Culture Program Budget. (Nancy Paulson, npaulson@carson.org)

Staff Summary: Staff will provide an update on the balance of funds from the 1% transient lodging tax and projected revenues and expenditures for Fiscal Years ("FY") 2021 and 2022.

Agenda Action: Other / Presentation **Time Requested:** 15 minutes

Proposed Motion

N/A

Board's Strategic Goal

Efficient Government

Previous Action

On December 17, 2020, the Board of Supervisors approved an amendment to the Interlocal Agreement for Administrative Services and Facility Use and Management between Carson City ("City"), the Carson City District Attorney's Office ("CCDA") and the CTA to amend and delete provisions related to the administration of the 1% tax dedicated to the implementation of the Carson City Arts and Cultural Master Plan and the development of a cultural tourism campaign.

On November 19, 2020, during a special joint meeting of the Carson City Cultural Commission (Commission) and the CTA, the Commission and the CTA approved a recommendation to the Board of Supervisors to move the administration of the tax, dedicated to the implementation of the Carson City Arts & Culture Master Plan and the development of a cultural tourism campaign, back under the authority of the CTA.

Background/Issues & Analysis

The City transferred the balance of \$214,981.52 from the 1% transient lodging tax dedicated to the Arts and Culture Program to the CTA in December 2020. The attached program budget includes this amount as well as the projected revenues and expenditures for FYs 2021 and 2022.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 4.08 (Room Rental Tax)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: CTA FY 2021 and 2022 Budgets

Is it currently budgeted? Yes

Explanation of Fiscal Impact: CTA FY 2021 and 2022 Budgets

Alternatives

Attachments:

[CTA AC PROGRAM BUDGET NP.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



CARSON CITY CULTURE & TOURISM AUTHORITY – ARTS & CULTURE PROGRAM BUDGET

FY21 PROJECTED ROOM TAX REVENUE			198,550.30
CARSON CITY A&C BALANCE TRANSFERRED TO CTA IN DEC 2020			214,981.52
TOTAL PROJECTED REVENUE FOR FY21			413,531.82
FY21 INTERLOCAL PMTS TO CARSON CITY (JULY - DEC 2020)			96,248.06
A&C - EXPENDITURES			25,643.02
A&C - CONTRACT 2021-001 ARTS & CULTURE PROGRAM SERVICES	14,378.37		
A&C - CTA-MA-21-01 MURAL AGREEMENT	4,000.00		
A&C - ROTARY/CC/CTA MURAL AGREEMENT	1,388.00		
A&C - PROGRAM EXPENDITURES	5,876.65		
TOTAL PROJECTED EXPENSES FOR FY21			121,891.08
FY22 PROJECTED CARRY OVER			291,640.74
FY22 PROJECTED ROOM TAX REVENUE			209,795.57
FY22 PROJECTED STATE GRANTS			10,000.00
TOTAL PROJECTED REVENUE FOR FY22			219,795.57
A&C EXPENDITURES			225,464.04
CARSON STREET ROUNDABOUT SCULPTURE	75,000.00		
A&C RELATED SPONSORSHIPS OF EVENTS/SHOWS	25,000.00		
A&C PROGRAM EXPENDITURES	125,464.04		
TOTAL PROJECTED EXPENSES FOR FY22			225,464.04
FY23 PROJECTED CARRY OVER			285,972.27



STAFF REPORT

Report To:

Meeting Date: July 20, 2021

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Discussion Only: Discussion and presentation regarding available grant funding opportunities for arts and culture programs through the American Rescue Plan ("ARP"). (Nancy Paulson, npaulson@carson.org)

Staff Summary: ARP funding for the arts is available through various organizations such as the National Endowment for the Arts and State and Local Governments. Staff will present possible uses of ARP funds for arts and culture and discuss submitting grant applications to the various organizations that have grant funds available.

Agenda Action: Other / Presentation

Time Requested: 15 minutes

Proposed Motion

N/A

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

Attachments:

[NEA American Rescue Plan Grants to Organizations.pdf](#)

[American Rescue Plan Grants to Organizations_ Program Description _ National Endowment for the Arts.pdf](#)

[American Rescue Plan Grants to Organizations_ Application Calendar _ National Endowment for the Arts.pdf](#)

[Tapping American Rescue Plan for Arts.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

National Endowment for the Arts

American Rescue Plan (ARP) Grants to Organizations Webinar

July 6, 2021

Introduction

Ra Joy, Chief of Staff

ARP Structure

GOAL #1: Distribute relief as quickly as possible to the field

GOAL #2: Expand access to funds for underserved communities

American Rescue Plan \$135M

*40% (~\$52M)
April 29*

**State and
Regional Arts
Agencies**

subgrantee

subgrantee

subgrantee

*60% (~\$80M)
June 23*

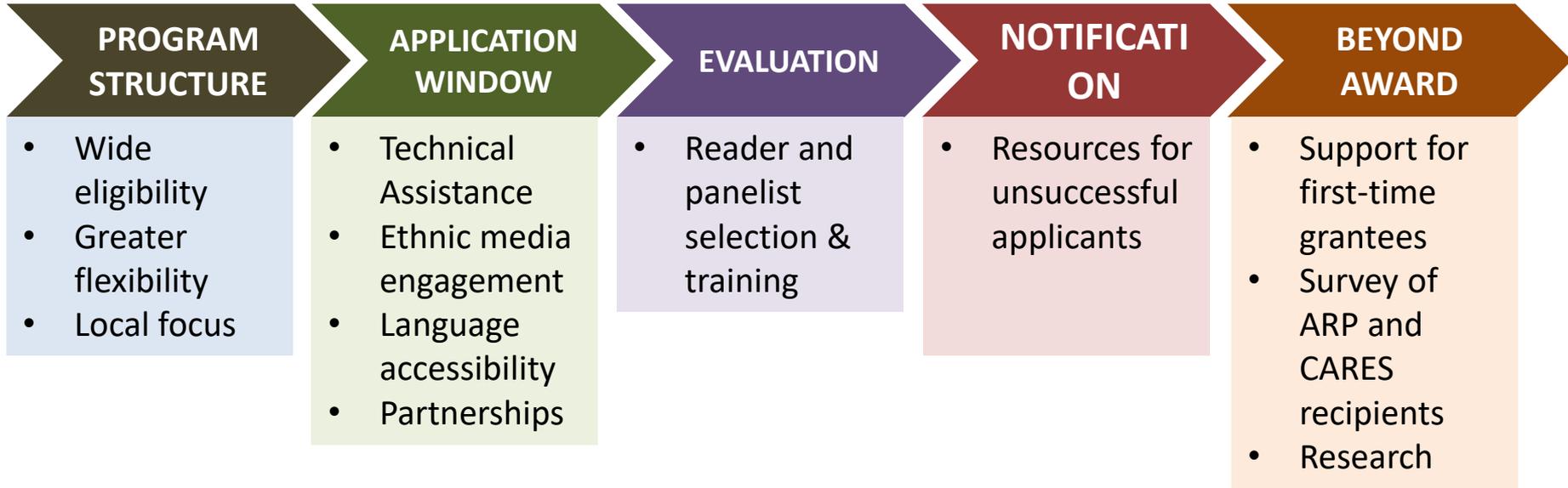
**Local Arts
Agencies
(\$20M)**

subgrantee

subgrantee

**Arts
organizations
(\$60M)**

Equity at each phase of funding lifecycle



What it could mean for applicants

	ELIGIBILITY	Nonprofits new to NEA funding should apply!
	FLEXIBILITY	Practical relief funding, including non-matching, general operating support and a range of award sizes
	ACCESSIBILITY	LEP- and deaf-led organizations can apply more easily, with materials in Spanish, Chinese, and ASL
	LOCAL FOCUS	Local arts agencies lead the way on issues of equity and inclusion and have strong ties to their communities – look for opportunities with Local, State, and Regional Arts Orgs
	TECHNICAL ASSISTANCE	Live Q&As, workshops, tutorial videos, FAQs, website updates, and more

Application dates

Local Arts Agencies

Step 1: July 22

Step 2: July 27-Aug 2

Direct grants to organizations

Step 1: Aug 12

Step 2 A-L: Aug 19-25

Step 2 M-Z: Aug 27-Sep 2



Live Q&A sessions

Wednesday, July 7th	3:30pm ET
Friday, July 9th	12pm ET
Tuesday, July 13th	4pm ET
Thursday, July 15th	11am ET
Monday, July 19th	4pm ET
Friday, July 23rd	12pm ET
Wednesday, July 28th	11am ET
Friday, July 30th	1pm ET
Tuesday, August 3rd	11am ET
Thursday, August 5th	3pm ET
Monday, August 9th	4pm ET
Wednesday, August 11th	12pm ET

(the following focused on Step 2)

Tuesday, August 17th	1pm ET
Friday, August 20th	12pm ET
Tuesday, August 24th	3pm ET
Thursday, August 26th	2pm ET
Monday, August 30th	4pm ET
Wednesday, September 1st	1pm ET

**All sessions listed at
arts.gov/ARP-grants**

Presenters

Ann Meier Baker, Director of Music & Opera

Meg Kowalik, Lead Grants Management Specialist

Cliff Murphy, Director of Folk & Traditional Arts

Greg Reiner, Director of Theater & Musical Theater

The National Endowment for the Arts is an independent federal agency.

We provide funding for the arts in all 50 states, D.C., and U.S. territories.



<https://www.arts.gov/>



Photo by Michael Ensminger, courtesy of Phamaly Theatre Company

NATIONAL
ENDOWMENT for the **ARTS**
[arts.gov](https://www.arts.gov)

Apply for **American Rescue Plan grants**

Rebuilding the Creative Community

[arts.gov/arp-grants](https://www.arts.gov/arp-grants)



American Rescue Plan Opportunities

Rescue Plan funding is available through two separate competitive opportunities:

- Grants to Organizations
- Grants to Local Arts Agencies for Subgranting

American Rescue Plan Funds

Rescue Plan funds are intended to support **day-to-day business expenses** or **operating costs**, and not specific programmatic activities.

American Rescue Plan Eligibility

Applicants must be:

- Nonprofit, tax-exempt 501(c)(3), U.S. organizations, Units of state or local government, or Federally recognized tribal communities or tribes.
- Applicants may include, but are not limited to, arts organizations, local arts agencies, arts service organizations, and other eligible organizations.
We do not fund direct grants to individuals.
- The applicant organization must have completed a three-year history of arts programming prior to August 12, 2021.

American Rescue Plan Applicants

We encourage applications from a variety of eligible organizations including:

- Organizations that serve populations that are underserved, such as those whose opportunities to experience the arts are limited by ethnicity, economics, geography, or disability.
- Organizations with small and medium-sized budgets.
- Organizations from rural to urban communities, and
- Organizations that may be applying for federal support through the NEA for the first time.

American Rescue Plan

Application Limits:

- Organizations may submit only one application to this program.
- Eligible organizations that received CARES Act funding from the NEA may apply to this program as long as there are no overlapping costs.
- Eligible local arts agencies may either apply to the Rescue Plan's Grants to Local Arts Agencies for a subgranting program OR to this program for general operating support.
- You may apply to other NEA funding opportunities for which your organization is eligible, including Grants for Arts Projects.

American Rescue Plan Awards

Award Information:

You may request a grant amount for:

\$50,000, \$100,000, or \$150,000.

Cost share or matching funds are not required.

A grant period of up to two years is allowed, starting no earlier than **January 1, 2022.**

American Rescue Plan Support

Support is limited to any or all of the following:

- Salary support, full or partial, for one or more staff positions.
- Fees/stipends for artists and/or contractual personnel to support services they provide for specific activities as part of organizational operations.
- Facilities costs such as mortgage principal, rent, and utilities.
- Costs associated with health and safety supplies for staff and/or visitors/audiences (e.g., personal protective equipment, cleaning supplies, hand sanitizer, etc.).
- Marketing and promotion costs.

American Rescue Plan — Review Criteria

Artistic Excellence and Artistic Merit:

- Significance to the mission and core work of the organization
- Ability to carry out the award as shown by the alignment of the budget and other resources with the goals and requirements of the ARP funding opportunity
- As appropriate, potential to have an immediate impact on the arts workforce
- As appropriate, the potential to serve and/or reach individuals whose opportunities to experience the arts are limited by ethnicity, economics, geography, or disability

Submitting An Application

Submitting an application is a multi-step process:

Part 1: Submit to Grants.gov the “Application for Federal Domestic Assistance/Short Organization Form.”

Part 2: Complete the “Grant Application Form (GAF)” through the Arts Endowment’s Applicant Portal.

**Grants.gov (Part 1) and the NEA’s Applicant Portal (Part 2)
are two separate online systems.**

Registration Assistance

SAM.GOV technical assistance contact info

<https://sam.gov/content/help>

GRANTS.GOV technical assistance contact info

<https://www.grants.gov/web/grants/support.html>

Submitting an Application

Applications will be submitted in two separate groups:

- Organizations with legal names beginning with A-L
- Organizations with legal names beginning with M-Z

USE YOUR ORGANIZATION'S LEGAL NAME

How to Apply

Group A-L:

Part 1 - Submit to Grants.gov

**August 12, 2021
at 11:59 p.m., Eastern Time**

Part 2 - Submit to Applicant Portal

**August 19 -- 25, 2021
at 11:59p.m., Eastern Time**

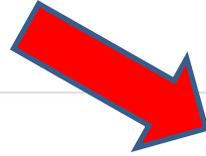
Group M-Z:

Part 1 - Submit to Grants.gov

**August 12, 2021
at 11:59 p.m., Eastern Time**

Part 2 - Submit to Applicant Portal

**August 27 -- September 2, 2021
at 11:59 p.m., Eastern Time**



Grants

Initiatives

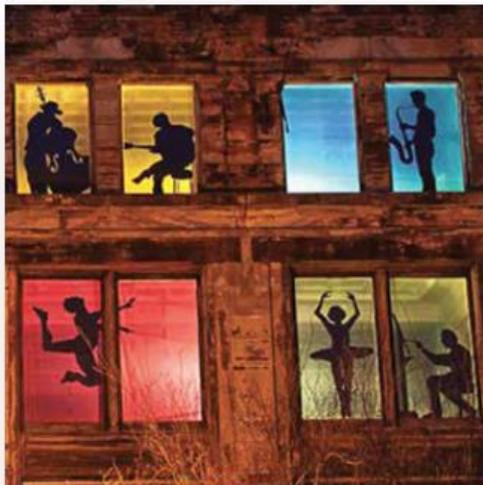
Stories

Impact

Honors

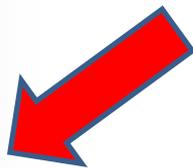


Grants for Organizations



American Rescue Plan Grants

Grants to stimulate recovery from the effects of the COVID-19 pandemic.



American Rescue Plan Grants

American Rescue Plan Grants to Organizations

American Rescue Plan Grants to Local Arts Agencies for Subgranting

Applying for a Federal Grant for the First Time?



American Rescue Plan Grants

The [American Rescue Plan Act of 2021](#) (“Rescue Plan”) is designed to fuel the nation’s recovery from the devastating economic and health effects of the COVID-19 pandemic. Funds allocated to the National Endowment for the Arts (“Arts Endowment”) in this historic legislation represent a significant commitment to the arts and a recognition of the value of the arts and culture sector to the nation’s economy and recovery.

**American Rescue
Plan Grants to
Organizations**

Program Description

Application Calendar

Award Information

Eligibility

How to Apply

Application Review

Award Administration

Applicant Resources

Contact Us

American Rescue Plan Grants to Organizations: Program Description

The Rescue Plan's Grants to Organizations program will be carried out through one-time grants to eligible organizations including, but not limited to, nonprofit arts organizations, local arts agencies, arts service organizations, units of state or local government, federally recognized tribal communities or tribes, and a wide range of other organizations that can help advance the goals of this program. See [Eligibility](#) for more information.

**American Rescue
Plan Grants to
Organizations**

[Program Description](#)

[Application Calendar](#)

[Award Information](#)

[Eligibility](#)

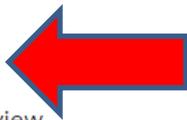
[How to Apply](#)

[Application Review](#)

[Award Administration](#)

[Applicant Resources](#)

[Contact Us](#)



American Rescue Plan Grants to Organizations: Program Description

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Prepare to Complete Part 2

- Read the [Part 2 instructions](#) (PDF). This document will guide you through Part 2 of the application process, including information about how and when to access the Applicant Portal as well as the application questions and requirements. You must refer to the Part 2 instructions (PDF)
- You will not have access to the Applicant Portal until the Part 2 application windows listed below. Use the Part 2 instructions (PDF) to prepare your responses well in advance so you will have them ready to upload once the system opens.
- We recommend that you begin working in the Applicant Portal early in the application window to give yourself ample time to complete the process. Please note that these grants are NOT awarded on a “first come, first served” basis, so you should feel comfortable taking your time.

American Rescue Plan Grants to Organizations

[Program Description](#)

[Application Calendar](#)

[Award Information](#)

[Eligibility](#)

[How to Apply](#)

[Application Review](#)

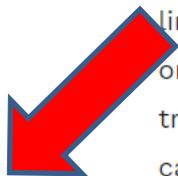
[Award Administration](#)

[Applicant Resources](#)

[Contact Us](#)

American Rescue Plan Grants to Organizations: Program Description

The Rescue Plan's Grants to Organizations program will be carried out through one-time grants to eligible organizations including, but not limited to, nonprofit arts organizations, local arts agencies, arts service organizations, units of state or local government, federally recognized tribal communities or tribes, and a wide range of other organizations that can help advance the goals of this program. See [Eligibility](#) for more information.



Frequently Asked Questions

Can I apply to ARP if I have already applied for another NEA grant this year, or other federal relief funds such as SVOG or PPP?

Yes.

Are work samples required for ARP applications?

No.

What is the difference between a project-based grant and a general operating grant?

In a project-based grant, all of the costs must relate to the execution of a specific project. In an operations-based grant, eligible costs are not tied to a specific project.

Things to Remember

- If you aren't registered with DUNS, SAM, or Grants.gov, get started now.
- Late applications are not accepted.
- Submit Part 1 well in advance of the August 12th deadline to give yourself ample time to resolve any issues.
- Submit all of your Part 2 materials to the Applicant Portal well in advance of the deadline. The hours of heaviest usage are generally 8:00 p.m. to 11:59 p.m., Eastern Time, on the day of the deadline.

American Rescue Plan — Contact Us

Email:

Grants to Local Arts Agencies for Subgranting Program: ARPLocalsSubgrants@arts.gov

Grants to Organizations Program:

Organizations with legal names beginning with A-L: ARPOrgGrantsA-L@arts.gov

Organizations with legal names beginning with M-Z: ARPOrgGrantsM-Z@arts.gov

Telephone:

Grants to Local Arts Agencies for Subgranting Program: **202-682-5035**

Grants to Organizations Program:

Organizations with legal names beginning with A-L: **202-682-5036**

Organizations with legal names beginning with M-Z: **202-682-5046**

Individuals with Disabilities:

Contact the Office of Accessibility at 202-682-5532 / accessibility@arts.gov or the Office of Civil Rights at civilrights@arts.gov to request an accommodation or an alternate format of the guidelines.

American Rescue Plan Grants to Organizations: Program Description

The Rescue Plan's Grants to Organizations program will be carried out through one-time grants to eligible organizations including, but not limited to, nonprofit arts organizations, local arts agencies, arts service organizations, units of state or local government, federally recognized tribal communities or tribes, and a wide range of other organizations that can help advance the goals of this program. See [Eligibility](/grants/american-rescue-plan-grants/american-rescue-plan-grants-to-organizations/eligibility) for more information.

Grants will be made to eligible organizations to support their own operations. Unlike other Arts Endowment funding programs that offer project-based support, Rescue Plan funds are intended to support day-to-day business expenses/operating costs, and not specific programmatic activities. Cost share/matching funds are not required.

Support is limited to any or all of the following:

- Salary support, full or partial, for one or more staff positions. Staff positions funded may not conduct work independent of the organization receiving funds.
- Fees/stipends for artists and/or contractual personnel to support the services they provide for specific activities as part of organizational operations.
 - Artist fees/stipends should be related to work with a tangible outcome, such as performances, presentations, workshops, and/or the creation of artwork. This is considered a stipend to the artist for the work undertaken during the period of performance. Such work must not be performed independently of the organization receiving funds.
- Facilities costs such as mortgage principal, rent, and utilities.
- Costs associated with health and safety supplies for staff and/or visitors/audiences (e.g., personal protective equipment, cleaning supplies, hand sanitizer, etc.).
- Marketing and promotion costs.

Rescue Plan funds may be used to support existing jobs, new jobs, or to restore jobs that were furloughed or eliminated due to the pandemic.

The Arts Endowment does not fund direct grants to individuals.

Applicants may request a fixed grant amount for: \$50,000, \$100,000 or \$150,000. Cost share/matching funds are not required. We encourage applicants to select a grant amount that is reflective of their overall organization size and internal capacity. See Award

Information </grants/american-rescue-plan-grants/american-rescue-plan-grants-to-organizations/award-information> for more details. A grant period of up to two years is allowed.

The Arts Endowment intends to make awards that will impact a broad constituency. We encourage applications from a variety of eligible organizations including:

- Organizations that serve populations that are underserved, such as those whose opportunities to experience the arts are limited by ethnicity, economics, geography, or disability.
- Organizations with small and medium-sized budgets.
- Organizations from rural to urban communities.
- Organizations that may be applying for federal support through the Arts Endowment for the first time.

The Arts Endowment is committed to diversity, equity, inclusion, and fostering mutual respect for the diverse beliefs and values of all individuals and groups, including:

- Historically Black Colleges and Universities,
- Tribal Colleges and Universities,
- American Indian and Alaska Native tribes,
- African American Serving Institutions,
- Hispanic Serving Institutions,
- Asian American and Pacific Islander communities, and
- Organizations that support the independence and lifelong inclusion of people with disabilities.

Proposals may focus on reaching a particular constituency; however, they may not be exclusionary under national civil rights laws and policies </sites/default/files/gtc-for-organizations-rev2-12.14.20.pdf#page=22> prohibiting discrimination. This extends to hiring practices and audience engagement activities.

Grantees will be required to report on funding received through this program. See Award Administration </grants/american-rescue-plan-grants/american-rescue-plan-grants-to-organizations/award-administration> for more information.

We recognize that the financial needs of the field far outweigh the available funds that will be awarded through this program. We anticipate making approximately 800 awards. There is no pre-determined number of awards per grant amount, so please choose the amount that makes the most sense for your organization's capacity and budget. Grants will NOT be awarded on a “first come, first served” basis.

We understand that applying for federal funding and managing a grant can be a significant undertaking. Our staff strives to ensure that every applicant receives the support they need to understand every step of the process. We welcome the opportunity to speak with you about this program. Contact us </grants/american-rescue-plan-grants/american-rescue-plan-grants-to-organizations/contacts> with your questions.

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American Rescue Plan Grants to Organizations: Application Calendar

Because we anticipate a large number of applications for this funding opportunity, **applications will be submitted in two separate groups:** one for organizations with legal names beginning with A-L versus one for organizations with legal names beginning with M-Z. The different submission windows will not affect the timing of grant review, or your organization's ability to receive a grant.

To determine which group applies to you, use your organization's legal name as it appears in the current IRS 501(c)(3) status letter or in the official document that identifies your organization as a unit of state or local government, or as a federally recognized tribal community. (Do not use your organization's popular name, if different.)

If you are a parent organization <https://www.arts.gov/grants/american-rescue-plan-grants/american-rescue-plan-grants-to-organizations/eligibility#parent> that is applying on behalf of an eligible independent component, do not use the name

of the independent component here.

Both the A-L group and the M-Z group will have the same Part 1 Grants.gov deadline.

Part 2 deadlines for the A-L group and the M-Z group will be different (see below).

GROUP A-L:

<p>GROUP A-L:</p> <p>Part 1 - Submit to Grants.gov</p>	<p>August 12, 2021 at 11:59 p.m., Eastern Time</p>
<p><i>Prepare application material so that it's ready to upload when the Applicant Portal opens</i></p>	
<p>GROUP A-L</p> <p>Part 2 - Submit to the Applicant Portal</p>	<p>August 19-25, 2021 at 11:59 p.m., Eastern Time</p>
<p>Earliest Announcement of Grant Award or Rejection</p>	<p>December 2021</p>
<p>Earliest Start Date for Proposed Period of Performance</p>	<p>January 1, 2022</p>

GROUP M-Z:

<p>GROUP M-Z</p> <p>Part 1 - Submit to Grants.gov</p>	<p>August 12, 2021 at 11:59 p.m., Eastern Time</p>
<p><i>Prepare application material so that it's ready to upload when the Applicant Portal opens</i></p>	
<p>GROUP M-Z</p> <p>Part 2 - Submit to the Applicant Portal</p>	<p>August 27-September 2, 2021 at 11:59 p.m., Eastern Time</p>
<p>Earliest Announcement of Grant Award or Rejection</p>	<p>December 2021</p>
<p>Earliest Start Date for Proposed Period of Performance</p>	<p>January 1, 2022</p>

Tips:

- If your organization's legal name begins with "The..." use the first letter of the main word to determine your group. For example: "The ABC Theater" would be in Group A-L, and "The XYZ Theater" would be in Group M-Z.

Select Group A-L if:

- Your organization’s legal name begins with “Friends of...”
- You are applying on behalf of a city, as the application will be categorized under “City of...”
- Your organization’s legal name begins with a digit, such as “987 Arts...”

Select Group M-Z if:

- Your organization is a college or university applying under “Trustees of...” or “Regents of...”

Contact us [/grants/american-rescue-plan-grants/american-rescue-plan-grants-to-organizations/contacts](https://www.arts.gov/grants/american-rescue-plan-grants-to-organizations/contacts) if you are unsure which group to select.

Before submitting to Grants.gov <https://www.grants.gov/>, your organization must register or renew/verify its registration with both Grants.gov and the System for Award Management (SAM) <https://www.sam.gov/sam/>.

These registrations can take several weeks.

NOTE: To help reduce burden, there will be a 180-day extension for existing SAM registrations that have expiration dates ranging between April 1, 2021, and September 30, 2021. This effort is intended as relief for those otherwise required to re-register during that timeframe. This does not impact entities registering with SAM for the first time. All organizations approved for funding must have an active SAM registration in order to receive an award.

If your organization does not have a SAM registration and you are thinking of applying for Rescue Plan funds, start the SAM registration process as soon as possible.

See “How to Apply </grants/american-rescue-plan-grants/american-rescue-plan-grants-to-organizations/how-to-apply>” for more information on SAM and Grants.gov requirements.

Paperwork Reduction Act Statement

The public reporting burden for this collection of information is estimated at an average of 8 hours per response. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. We welcome any suggestions that you might have on improving the guidelines and making them as easy to use as possible. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: webmgr@arts.gov, attention: Reporting Burden. Note: Applicants are not required to respond to the collection of information unless it displays a currently valid U.S. Office of Management and Budget (OMB) control number.

June 2021

OMB No. 3135-0143 Expires 12/31/2021

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Tapping American Rescue Plan (ARP) State & Local Block Grants for the Arts



Opening Remarks

JAY DICK, Senior Director of State and Local Government Affairs, Americans for the Arts; Washington, DC

Speakers (in order)

BETH KELLAR, Director of Public Policy and Deputy Executive Director of ICMA, the City/County Management Association, Washington, DC

JEFF HAWTHORNE, Board Member, Cultural Advocacy Coalition of Oregon and City Arts Program Manager, Portland, OR

JENNI PETERSEN-BRANT, Arts & Cultural Affairs Coordinator, City of Dubuque

KATHLEEN SPEHAR, Executive Director, Council on Culture & Arts, Tallahassee, FL

JOE SMOKE, Director of Grant Programs, City of Los Angeles Dept. of Cultural Affairs, Los Angeles, CA

ALECIA KINTNER, President & CEO, ArtsWave, Cincinnati, OH

NATE MCGAHA, Executive Director, Arts North Carolina, Raleigh, NC

Facilitated Q & A with Speakers

Facilitated by **NINA OZLU TUNCELI**, Executive Director, Americans for the Arts Action Fund, Washington, DC

American Rescue Plan's (ARP) State & Local Fiscal Recovery Funds

[See U.S. Treasury Lists of Specific Amount of Funds to Be Distributed Directly to Every State, County, Metropolitan City, and Tribe](#)

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cities	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-entitlement Units of Local Government	\$19.5

US Treasury Funding Objectives for Providing Much-Needed Relief to:

[U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds](#)

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control
- Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs
- Support immediate economic stabilization for households and businesses
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic

US Treasury Guidance on Eligible Uses of ARP Funds by State & Local Govt.

[Press Release U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds](#)

1. Support public health expenditures
2. **Address negative economic impacts caused by the public health emergency**
3. Aid the communities and populations hardest hit by the crisis
4. Provide premium pay for essential workers
5. Invest in water, sewer, and broadband infrastructure

American Rescue Plan State & Local Block Grant Arts Tracker with Examples

<https://forms.gle/8ECeTsdCuP1mC3q77>

Help us document your success and inspire other arts organizations by example!

If you are working with your state or local city, county, or tribe governments to secure ARP block grants for economic relief and recovery for the arts, please take a few minutes to fill out the Americans for the Arts Tracker Google Form, so we can share your examples.



May 10, 2021 US Treasury Fact Sheet

<https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL1-508A.pdf>

Addressing the negative economic impacts caused by the public health emergency:

“Speeding the recovery of the tourism, travel, and hospitality sectors, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.”