

Resolution No. RS2020 - 246

A resolution accepting a grant from Americans for the Arts (AFTA) to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission, to provide financial and technical assistance to help establish the Diversity in Arts Leadership Internship Program (DIAL) for undergraduate interns.

WHEREAS, Americans for the Arts has awarded a grant in an amount not to exceed \$17,500.00 with a required cash match of \$6,500.00 to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission, to provide financial and technical assistance to help establish the Diversity in Arts Leadership Internship Program (DIAL) for undergraduate interns; and,

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

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

Section 1. That the grant by and between Americans for the Arts, in an amount not to exceed \$17,500.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission, to provide financial and technical assistance to help establish the Diversity in Arts Leadership Internship Program for undergraduate interns, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant be appropriated to the Metropolitan Arts Commission, based on the revenues estimated to be received and any match to be applied.

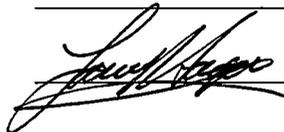
Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:



Kevin Crumbo
Department of Finance

INTRODUCED BY:



Member(s) of Council

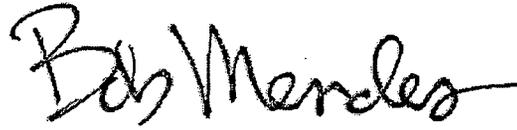
APPROVED AS TO FORM AND
LEGALITY:



Assistant Metropolitan Attorney

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

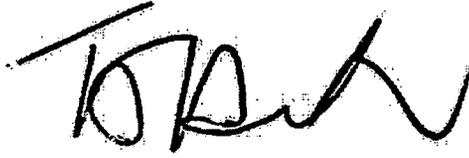
A handwritten signature in black ink that reads "Bob Mendes". The signature is written in a cursive style with a long horizontal stroke at the end.

Bob Mendes

Councilmember At-Large

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink, appearing to read 'TONY HANCOCK', with a stylized flourish at the end.

Tonya Hancock
Council Member, District 9

**AGREEMENT OF COLLABORATION
BETWEEN METRO ARTS: NASHVILLE OFFICE OF ARTS + CULTURE
AND AMERICANS FOR THE ARTS**



NATIONAL DIVERSITY IN ARTS LEADERSHIP INTERNSHIP PROGRAM

This agreement entered into February 20, 2020 by and between Americans for the Arts (“AFTA”), an incorporated educational association, which is headquartered at 1000 Vermont Avenue, NW, 6th floor, Washington, DC 20005 and Metro Arts, Nashville Office of Arts + Culture, located at 1417 Murfreesboro Pike, Nashville, TN 37217 (the “COORDINATING AGENCY”) provides the rights, obligations, and considerations between both parties (the “Agreement”).

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

RECITALS

Purpose

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

WHEREAS, the collaboration between the parties begin on 2/20/2020, and ends 2/20/2021. This agreement may be extended up to three additional one-year terms.

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

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

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

WHEREAS, the parties’ mutual goals are to: expand access to those traditionally untapped for arts leadership; co-create improvements to intern, staff, and board recruiting, hiring, and inclusion policies and practices; and ignite local ecosystem of support for young leaders and local arts communities,

including funders, private and public sector mentors, arts leaders, and community members.

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

1. Scope of Program

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

2. Definitions

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

INTERNS: Students who have completed at least their first year in college and are enrolled in an undergraduate program at the time of application submission. Students are recruited from colleges and universities and are selected by COORDINATING AGENCY and AFTA through a common application targeted to arts-related and business-related departments, career planning and placement offices, and appropriate peer/student networks. The students experience a 30-hour work week including 26 hours of direct management assistance and 4 hours of professional development for 10-weeks during June, July, and early August. Students are compensated by their arts host under a full or partial regrant from the COORDINATING AGENCY.

ARTS HOST: The work site for the interns are Arts Host agencies that provide the assignment, the offices, and the direct supervision of the intern in the program. The Arts Host agencies are selected by the COORDINATING AGENCY based on their soundness and stability, evidence of professional staff management and an active board, and their ability to complete the proposed management experience while giving the students a valuable experience in the arts.

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

3. Role of AFTA

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

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

- c. Provide \$3,500 per intern for up to 5 interns to offset stipend, programmatic, and administrative costs during the launch year of this program.
- d. Provide remote training and technical assistance to local arts agency leaders about effective internship program host practices.
- e. Provide open access to recruitment, selection, evaluation, and other templates and guides as resources for effectual program administration (see exhibit A).
- f. Provide online evaluation surveys for interns, Business Mentors, and Arts Hosts and distribute local raw data to COORDINATING AGENCY.
- g. Connect Arts Hosts, local arts agencies, and interns to each other and national networks of arts administrators.
- h. Create educational opportunities to share stories, experience and knowledge about learning from intern program at the AFTA annual convention in June and at other times and places.

4. Role of the COORDINATING AGENCY

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

- a. Demonstrate the commitment, administrative readiness, and understanding of the demographics of community through a statement of interest.
- b. Commit to maintaining a DIAL program of up to 5 interns for one year, with the option to renew for up to three (3) additional years, with AFTA's financial support in years one (1) and two (2), and AFTA's technical support extending all four years. Each year of the program, COORDINATING AGENCY commits staff time, programming curation, and funding.
- c. Provide funding and staff support as stipulated in this Agreement.
- d. Recruit, select, match, and contract with a pool of Arts Host sites with intern projects that are challenging and substantive and enable the intern to work in meaningful ways for at least 30 hours per week.
- e. Fund Arts Hosts for the full intern stipend. Arts Hosts will pay interns directly.
- f. Recruit, select, match, local Business Mentors that are committed to acting as mentors for the 10-week period of the internship.
- g. Select a pool of up to five (5) interns from the common application. In the event that COORDINATING AGENCY does not select five (5) interns, both partners agree to place as many as are selected. The determination of whether an applicant is qualified shall be made by COORDINATING AGENCY in its sole discretion. See attachment C for cost breakdown per intern. Note: If approved in advance, host communities may source additional interns, but will be fully responsible for all costs for those interns in all years.
- h. Provide funding as described in Section 5. Organize and implement 10 weeks of programming for the Interns as determined by the program guide agreed upon by the Parties.
- i. Participate at least twice a year with other COORDINATING AGENCIES hosting interns (in person at the AFTA Annual Convention or via conference call).
- j. Refer to the program as the "Diversity in Arts Leadership (DIAL) internship". This includes logo placement on all internship materials.
- k. If possible, document and catalogue all activities of the internship.

5. Funding

Funding for this project is a culmination of support from AFTA and other sources managed and collected by the COORDINATING AGENCY. COORDINATING AGENCY is responsible for their portion of funding of the DIAL Internship. Through incremental payments, AFTA will pay COORDINATING AGENCY a not-to-exceed amount of \$3,500 per intern (up to 5 interns per year) for the co-development and implementation of the DIAL Internship. Budget breakdown and are budget timeline are outlined in Attachments B, C, and D. COORDINATING AGENCY will pay Arts Hosts, who are responsible for paying stipends to interns. The maximum liability of the COORDINATING AGENCY in Year 1 shall not exceed \$6,500.

6. Intellectual Property Rights

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

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

7. Force Majeure

Notwithstanding any other provisions in this agreement, in the event that the performance of any obligation under this agreement is prevented due to acts of God, war, terrorist hostilities, civil disturbances, strikes or lockouts, neither AFTA nor the COORDINATING AGENCY shall be responsible to the other for failure in performance of its obligations under this agreement.

8. Fax, PDF or Electronic Execution

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

9. Governing Law

This Agreement shall be governed by the laws of Tennessee, without regard to conflicts of laws principles. Any award or decision may be submitted to a court of competent jurisdiction for enforcement.

10. Entire Agreement; No Third Party Beneficiaries

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

11. Amendments; Waiver

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

12. Assignment

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

13. Severability

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

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Consent

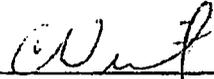
The parties have demonstrated their consent to the above terms and conditions by signing below on the dates indicated.

AFTA

COORDINATING AGENCY



Mara Walker
Chief Operating Officer
Americans for the Arts
Date: 2/26/2020



Signature
Caroline Vincent

Printed Name of Individual
Metro Arts

Business Name (if applicable)
Date: 2-20-20

AFTA
Project Manager 

**SIGNATURE PAGE
FOR
GRANT NO. AFTA DIVERSITY IN ARTS LEADERSHIP PROGRAM**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**



Metro Arts, Department

2-20-20

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:



Kevin Crumbo, Director
Department of Finance *K*

3-4-2020

Date

APPROVED AS TO RISK AND INSURANCE:

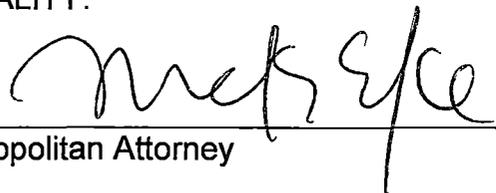


Director of Risk Management Services

3/4/20

Date

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

3/4/20

Date

FILED:

Metropolitan Clerk

Date

GENERAL AGREEMENT

ATTACHMENT A



AFTA activities include:

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

AFTA will maintain this partnership for up to four years with local COORDINATING AGENCY who has demonstrated that they operate in a context which is ready to create a nurturing and community-based approach to developing young leaders in arts management and a commitment to creating an ecosystem of cultural equity and support for the arts and young leadership. In addition, COORDINATING AGENCY demonstrates that they can meet the financial, staff, space and network requirements to implement a successful program.

2. Assist in recruitment, selection, and matching of intern candidates from a national pool through common applicant tracking system.

AFTA will assist COORDINATING AGENCY in the recruitment of interns from a national pool and help vet them through our centralized applicant tracking system. The COORDINATING AGENCY then makes the final intern/arts host/ business mentor matches.

3. Fund \$3,500 per intern in the first year of this program. for stipend, programmatic, and administrative costs, up to five interns. It is understood that the stipend will be lower in the second year of this program and no stipend is given during the final two years.

4. Provide remote training and technical assistance to local arts agency leaders about effective internship program host practice.

AFTA will provide virtual technical support including orientations, and access to information that assist COORDINATING AGENCY in implementing a solid core program. AFTA will do one site visit to the local community – to be scheduled in concert with COORDINATING AGENCY. AFTA will schedule a national virtual orientation for Arts Hosts, Business Mentors, and interns and will advise COORDINATING AGENCY to develop complementary local orientations.

5. Provide open access to technical recruitment, selection, evaluation, and other templates and guide resources for streamlined program administration including but not limited to:

Recruitment

- Targeted School Recruitment Language
- Intern and Arts Host Applications/ Requirements

Selection

- Selection Rubrics
- Selection Interview Questions

Onboarding

- Contracts and Expectations Document (Intern, Mentor, Arts Host)
- Orientation PowerPoints and Materials (Intern, Mentor, and Arts Hosts)
- Intern Pre-assessment
- Orientation Activity Prompts

Programming

- Opening and Closing Ceremony Templates

- Site Visit Protocols
 - Teaching Guides for Professional Development of Interns, Arts Hosts, and Business Mentors Evaluation
 - Arts Host, Intern, Mentor post-program evaluation questions
 - Longitudinal Alumni Survey Questions
6. Provide online evaluation surveys for interns, Business Mentors, and Arts Hosts and distribute local raw data to COORDINATING AGENCY.
AFTA will provide a centralized survey system to capture intern, arts host, and business mentor data through pre-, mid-, and post-program evaluations and return local-level raw data to COORDINATING AGENCY.
 7. Connect Arts Hosts, local arts agencies, and interns to national networks of arts administrators.
AFTA will connect COORDINATING AGENCY and arts host supervisors together to build themed communities of practice. AFTA will connect interns to a national network of DIAL alumni via the existing LinkedIn Alumni Group.
 8. Create educational opportunities to share stories, experience and knowledge about learning from intern program at AFTA convention and other places.
AFTA will share success stories and news items as well as data (anonymously) through e-newsletters, online and print campaigns, social media, blog posts, commissioned reports, etc.

GENERAL AGREEMENT

ATTACHMENT B



Project Timeline (all dates in relation to the year in which the internship takes place):

- 1) Promotion of Internship
 - a. January.
- 2) Selection Process
 - a. The intern, mentor, and arts host applications will be open from January to February
 - b. The selection of the applications will take place February to April
- 3) Program Implementation
 - a. Development of the DIAL internship will take place between January – June
 - b. Orientations will take place May to June
 - c. The DIAL Internship will be implemented starting the first Monday of June in the internship year, and running for 10 weeks. It concludes on the Friday of the 10th internship week, usually the first Friday in August.
- 4) Evaluations
 - a. Will be completed by September

GENERAL AGREEMENT

ATTACHMENT C



2020 Program Budget (AFTA provides both technical and financial support)

Number of Interns	Total Cost	1-Year COORDINATING AGENCY Contribution	1-Year AFTA Contribution
5	\$24,000 (5 interns per program year, \$4,800 cost per intern) (COORDINATING AGENCY \$6,500 + AFTA \$17,500)	Cost: \$6,500 (\$1,300/intern)	Cost: \$17,500 (\$3,500/intern)

GENERAL AGREEMENT

ATTACHMENT D



Budget Timeline

COORDINATING AGENCY will submit invoices to AFTA during the following months for the amounts listed. AFTA will remit payment within 30 days of receiving invoice. Invoices may be submitted by email to the Equity in Arts Leadership Program Manager.

- | | |
|--------------|---------|
| 1. May 2020 | \$8,750 |
| 2. July 2020 | \$8,750 |

* Payment amounts based on a 5-intern cohort based on Attachment C Program Budget. Should the number of interns vary, the invoice amount should vary accordingly.