

**MEMORANDUM OF UNDERSTANDING
BETWEEN
studioARCHITECTURE
AND
CITY OF DOUGLAS
REGARDING DESIGN SERVICES FOR ERUBIEL DURAZO FIELD CONCESSION
STAND PROJECT
IN DOUGLAS, ARIZONA**

This Memorandum of Understanding (MOU) is entered into on this 19th day of September, 2024, by and between Steven Helffrich, an individual doing business as **studioArchitecture**, hereinafter referred to as “Consultant”, and **City of Douglas**, an Arizona municipal corporation hereinafter referred to as “City”.

RECITALS

WHEREAS, the City and Consultant seek to collaborate on the development and completion of the Erubiel Durazo Field Concession Stand, known as “theSTAND” project; and

WHEREAS, the Consultant has agreed to provide architectural and design services to complete the schematic design of the project; and

WHEREAS, the City supports the project and intends to collaborate with the Consultant to ensure the successful development of the conceptual and schematic design; and

WHEREAS, both parties recognize the mutual benefits of this partnership in enhancing the facilities for the community;

NOW THEREFORE, the Consultant and City (collectively the “Parties”) understand and agree as follows:

1. TERM

The term of this MOU shall begin on the date set forth above and expire on December 31, 2026, or until the completion of the Project, whichever occurs later. If the 2025 Arizona Rescue Plan Act (“ARPA”) Artists Grant is not awarded to the Consultant, this MOU will automatically terminate. This MOU shall automatically terminate upon completion of the project, unless terminated pursuant to Section 12 (Termination) of this MOU. Nothing contained herein, or any of the obligations of the parties hereunder, will in any manner inure to the benefit of third parties, unless otherwise agreed to in writing by both parties to this MOU.

2. CITY'S ROLE

(1) General

The City shall support the Consultant in the development of the project by providing necessary feedback, resources, and assistance.

(2) Scope of Support

It is anticipated that the City will provide the following technical assistance and services under this MOU:

- i. Review and approve design submissions within a reasonable timeframe.
- ii. Provide feedback and necessary approvals for each phase of the project.
- iii. Ensure timely communication and facilitation of meetings as needed.

3. CONSULTANT'S ROLE

(1) General

Consultant shall provide professional design and architectural services to the City as necessary for the successful completion of the project. The scope of services is detailed below.

(2) Scope of Facilitation and Services

It is anticipated that the Consultant will provide the following services under this MOU:

- i. Complete the conceptual design of the project.
- ii. Develop and present schematic designs to the City.
- iii. Provide all necessary documentation and exhibits required for the completion of the Schematic Design Phase.
- iv. Collaborate with the City on any necessary revisions during the design review process.
- v. Manage the project design process to ensure timely completion.
- vi. Submit to the City two sets of stamped architecture plans for the project.

4. Grant Award

This MOU is contingent upon the Consultant receiving the 2025 ARPA Artists Grant attached as

Exhibit A. All guidelines must be followed by both City and Consultant per the Grant Agreement.

5. Fees and Payment

The Consultant will be compensated at the rate of \$100 per hour. In no event shall the Consultant be compensated more than the total Grant award for the services outlined in this MOU. Consultant shall be compensated only if 2025 ARPA Artists Grant is awarded. Consultant shall be compensated as per the Grant Agreement.

6. Deliverables

Consultant shall deliver all design and planning documents related to the Project, including drawings, exhibits, plans, and reports.

7. No Employment Relationship

It is clearly understood that each party will act in its individual capacity and not as an agent or employee of the other. Any employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Each party shall be solely responsible for control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

8. Conduct of Operations

The Consultant and City agree to be responsible for the conduct of its operations and performance of obligations and the actions of its own personnel while performing services under this MOU. Each party shall be solely responsible for supervision and daily direction. Each party agrees to assume responsibility for the conduct of its employees, officials, and agents and for all claims, demands, suits, damages, and loss which result from the negligence or intentional torts of such party or its agents, officials, and employees in the performance of this MOU. The extent of the foregoing liabilities shall be limited to, and determined by, the respective fault of the parties in comparison with others, including, but not limited to the other party who may have contributed to, or in part caused any such claim to arise. In addition, both parties agree to maintain adequate professional and general liability insurance coverage at all times while this MOU is in effect.

9. Indemnification

To the fullest extent permitted by law, each party to this MOU agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys' fees) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious or derivative liability to the indemnitee, are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. The extent of the foregoing liabilities shall be limited to and

determined by the respective fault of the parties, their agents, subcontractors, and employees in comparison with others (including but not limited to the other party) who may have contributed to or in part caused any such claim to arise. This Section shall survive the expiration or early termination of the Agreement.

10. Assignments

This MOU is non-assignable in whole or in part by either party without the written consent of the other party.

11. Dispute Resolution

The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any dispute arising under this MOU must first be presented in writing, with supporting documentation, to the agent of the other party. The parties' agents shall make a good faith effort to resolve any disputes. Disputes that cannot be resolved at this level shall result in written notice of termination pursuant to the termination provisions of this MOU.

12. Termination

Either party may terminate this MOU with or without cause upon providing thirty (30) days' written notice to the other party. When there are pending co-sponsored funding applications, parties agree to complete the application process. In the event either party provides notice of its intent to terminate this MOU, upon termination, the other party at its sole discretion may discontinue all services and obligations under this MOU upon deciding that it is in their best interest to do so. In the event of termination, the Consultant shall deliver or otherwise make available to the City, copies of such information and materials that may have been prepared in the performance of this MOU.

13. Insurance

13.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly authorized to do business in the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation/Employer's Liability insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. The Consultant's insurance, except Workers' Compensation/Employer's Liability insurance and Professional Liability insurance, if applicable, shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto on a blanket basis.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreement with the Subcontractor containing the indemnification provisions and insurance requirements (unless waived by City in City's sole discretion) set forth herein protecting the City and the Consultant. The Consultant shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If

a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

- (a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 or equivalent.
- (b) Auto Liability - Under ISO Form CA 2048 or equivalent.
- (c) Excess Liability - Follow Form to underlying insurance.

(2) The Consultant 's insurance shall be primary and non-contributory insurance as respects performance of the Agreement, except Workers' Compensation/Employer's Liability insurance and Professional Liability insurance, if applicable.

(3) All policies, excluding Professional Liability, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

13.2 Required Insurance Coverage.

a. Commercial General Liability. The Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. Such limits may be met in combination of primary and excess policies. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy forms CG 00 010 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability

arising out of "your work" for that insured by or for you."

b. Professional Liability (Errors and Omissions Liability). Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

c. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, except for non-payment of premium, without thirty (30) days prior written notice to City.

14. Miscellaneous Provisions

- (1) **Authority of Signatory**
Each individual executing this MOU on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver this MOU on behalf of the Consultant or City.
- (2) **Compliance with Laws**
The parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this MOU.
- (3) **Non-Discrimination**
In performance of this MOU the parties shall not discriminate against any County employee or City employee, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin in the course of carrying out their duties pursuant to this MOU. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this MOU by reference, as if set forth in full herein.
- (4) **Cancellation**
This MOU is subject to cancellation for conflict of interest without penalty or further obligation, as provided by A.R.S. § 38-511.

(5) **Entire Agreement**

This MOU and any attachments represent the entire agreement between City and Consultant, and supersede all prior negotiations, representations, or agreements, whether express or implied, written, or oral.

(6) **Governing Law and Venue**

The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this MOU shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this MOU or to recover any damages for on account of the breach of any term or conditions of this MOU, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

(7) **Incorporation of Documents**

All documents referred to in this MOU are hereby incorporated by reference into the MOU.

(8) **Integration**

This MOU contains the entire arrangement between the parties. No statement, promise or inducement made by either party that is not contained in this written MOU and signed by both parties shall be valid or binding.

(9) **No Third-Party Beneficiaries**

Only the parties may enforce this MOU. The parties do not intend to confer enforceable rights on any non-party through this MOU and do not intend to create any third-party beneficiaries to this MOU.

(10) **Section Headings**

Captions and section headings used herein are for convenience only, are not a part of this MOU, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this MOU.

(11) **Severability**

The provisions of this MOU shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.

(12) **Waiver of Terms and Conditions**

The failure of either party to insist on any one or more instances of performance of any of the terms of conditions of this MOU or to exercise any right or privilege

contained herein shall not be considered as thereafter waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect.

(13) **Ownership Of Records And Reports**

All of the files, reports, documents, information and data prepared or assembled by Consultant under this Agreement shall be and remain the property of City and shall be forwarded to City at any time City requires such papers.

(14) **No Kick-Back Certification**

Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has an interest, financially or otherwise, in the Consultant's firm. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Consultant hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

(15) **Israel Boycott**

Consultant certifies that it currently does not participate in and agrees not to participate in during the term of this Agreement, a boycott of Israel in accordance with A.R.S. §35-393.01.

(16) **Forced Labor Of Ethnic Uyghurs Prohibited.**

Pursuant to A.R.S. §35-394, Consultant hereby certified to City as follows: that it is not currently using, and agrees for the duration of this Agreement to not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. Consultant further acknowledges and agrees that: (1) if the Consultant becomes aware during the term of this Agreement that it is not in compliance with this certification that Consultant will notify the City within five (5) business days after becoming aware of the noncompliance; and (2) if Consultant does not provide the City with a written certification that Consultant has remedied the noncompliance within one hundred eight (180) days after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The City retains the legal right to inspect the records of Consultant to ensure compliance with this certification for the duration of this Agreement.

IN WITNESS WHEREOF, the parties to this MOU have respectively caused this MOU to be executed on the date herein indicated.

Steven Helfrich
FOR studioARCHITECTURE

DocuSigned by:

Steven Helfrich

ACAB1551333D49E...

9/19/2024

Date: _____

FOR CITY

DocuSigned by:

Ana Urquijo

39CADE826BBE44D

Ana Urquijo

9/19/2024

Date: _____

EXHIBIT A

2025 ARPA Artists Grant



2025 ARPA ARTISTS Grant

DUE  **Thursday
SEPT 19
2024**

2025 ARPA ARTISTS GRANT

FUNDING PURPOSE

Rescue plan funds are intended to help support jobs in the arts sector, keep the doors open to arts organizations nationwide, and assist the field in its response to and recovery from the COVID-19 pandemic.

ARTS FOUNDATION INTENTION

Equitably rebuild arts economies in the borderlands and strengthen civic participation. Invest in Southern Arizona’s arts economy to 1) Restore/create jobs and 2) Incentivize arts & civic engagement. Approximately 40-160 artist grants will be awarded to individual Artists and Culture Bearers to provide arts services like: arts programming, workshops, facilitation, mentorship, provide artistic services, artwork or consultations to: government, community groups, school, non-profit 501(c)3 organizations, community/civic partners, artist peer, businesses and other entities/partners outside the arts sector that can make a case for public benefit of the service.



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GUIDELINES AT A GLANCE

The Quick Start Guide provides a general overview of the grant program requirements. For added transparency and clear definition, more thorough Guidelines are provided in this document, with additional guidance, a help desk number, FAQ’s and any requirements defined by the funding sources. Applicants should reference each section for clarification.

GRANT TITLE	2025 ARPA ARTISTS GRANT
Open To	Artists and Culture Bearers residing and working in Southern Arizona.
Award Amount	\$2,500 \$5,000 \$10,000
Funding Period	May 1, 2024 - February 28, 2025
Eligible Costs	Rescue Plan funds are intended to support artist contracts. Cost share/matching funds are not required.
Funders	National Endowment for the Arts and City of Tucson with support from the American Rescue Plan Act.
Grant Webpage	https://artsfoundtucson.org/grant/2025-arpa-artists-grant/
Application Portal	https://artsfoundtucson.submittable.com/submit
Application Period	Thursday, August 8 – Thursday, September 19, 2024
Deadline to Apply	Thursday, September 19, 2024, by 11:59pm Arizona Time
Review Criteria of Artistic Excellence and Artistic Merit	<ol style="list-style-type: none"> 1. Capacity: Ability of applicant to carry out the ARPA award in alignment with the scope of work agreed upon between the artist and client. 2. Impact: Potential to impact (serve, reach, hire and/or support) individuals whose opportunities to experience the arts are limited by ethnicity, economics, geography, or disability. 3. Alignment: Potential to strengthen civic participation and community benefit through arts and culture. 4. Recovery: Potential to assist the arts workforce in its response to and recovery from the COVID-19 pandemic.
Narrative Questions	<ol style="list-style-type: none"> 1. Capacity: Tell us about you and your artistic practice. 2. Impact: Tell us about your client, why you chose them and how they will benefit. 3. Capacity: Tell us about the arts service you are providing to the client; include schedule and location of agreed upon activities. 4. Capacity: Tell us what qualifies you to provide these services. 5. Alignment: Tell us how this service has the potential to strengthen civic participation or benefit a community. 6. Impact: Will services rendered benefit individuals whose opportunities to experience the arts are limited by ethnicity, economics, geography, or disability? If so, tell us how. 7. Recovery: Provide a summary of how the COVID-19 pandemic negatively impacted your livelihood and how this opportunity is helping you recover.

<p>Materials to Prepare</p>	<p>Narrative Responses, Work Samples, 1-Page Resume, Budget, Co-Signed Memo of Understanding between Applicant Artist and Client (detailing Scope of Work proposed in application), 1 digital image as Cover Art for Application.</p>
<p>Application Flow</p>	<p>The Guidelines and Submittable Application Portal will guide you through the following sections.</p> <ol style="list-style-type: none"> 1. Eligibility 2. Artist Profile 3. Narrative 4. Attachments 5. Finances 6. Community Alignment 7. Disclosure and Signature
<p>Resources</p>	<ul style="list-style-type: none"> • Executive Order on Diversity, Equity, Inclusion, and Accessibility in the Federal Workforce • Codes of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements • Arts Foundation Webinar: Section 504 Self-Assessment Workbook • Design for Accessibility: A Cultural Administrator's Handbook
<p>Helpline</p>	<p>Gabriela Muñoz, Director of Grants and Programs Email: grants@artsfoundtucson.org Call: (520) 460-4483 Office: (520) 624-0595 ext. 2 Schedule Appointment: Arts Foundation Bilingual Technical Assistance</p>

OVERVIEW

2025 ARPA Artists Grant is Funded by the National Endowment for the Arts and the City of Tucson via the American Rescue Plan Act, with additional support from Pima County and Arizona Commission on the Arts.

The Arts Foundation for Tucson and Southern Arizona, with support from the National Endowment for the Arts and the City of Tucson, will accept proposals for funding from Artists and Culture Bearers living and working in Tucson and Southern Arizona. The funding comes from the American Rescue Plan Act of 2021 (ARPA). ARPA is designed to fuel the nation's recovery from the devastating economic and health effects of the COVID-19 pandemic. These funds are intended to help support jobs in the arts sector, keep the doors open to arts organizations nationwide and assist the field in its response to and recovery from the COVID-19 pandemic.

The Arts Foundation will steward ARPA funds to complement a 3-year initiative to equitably rebuild arts economies in the borderlands and strengthen civic participation. The Artists Grant program will invest in Southern Arizona's arts economy to 1) Restore/create jobs and 2) Incentivize arts & civic engagement.

The 2025 ARPA Artists Grant is a pilot program of the Arts Foundation for Tucson and Southern Arizona that was developed in response to articulated community needs with the working Artist in mind. The program is open to individual Artists and Culture Bearers who have identified a Client they want to work with or to whom unpaid artistic services were provided during the published funding period. This is considered a fee to the Artists, for services rendered within the eligible funding period, that has not yet been paid in full.

Only individual Artists or Culture Bearers can apply directly through this program. The awarded funds will be made directly to the Artist, in exchange for services provided to the Client identified in the proposal. Approximately 40-160 grants will be awarded to individual Artists and Culture Bearers to provide arts services like: arts programming, workshops, facilitation, mentorship, provide artistic services, artwork or consultations. Clients may include but not be limited to: government, community groups, schools, non-profit 501(c)3 organizations, community/civic partners, artist peers, businesses, LLC's, and other entities outside the arts sector. Individuals applying through this grant program may define their creative practice in any artistic discipline and provide a service informed by any artistic practice.

Upon completion, the artist's profile will be promoted as a vetted business service provider in our online Arts Directory for Southern Arizona. This workforce investment advocates for an environment of mutual respect between artists, community, public and private institutions.

The program is open to Artists and Culture Bearers located within the Arts Foundation's service area, which includes counties and Tribal Nations that reside between the southern edges of the Gila River to the US-Mexico international border. The 2025 ARPA Artists Grant intends to make awards that will impact a broad constituency. This includes a wide geographic range and services that support underserved populations such as those whose opportunities to experience the arts are limited by geography, ethnicity, economics, or disability.

TIMELINE

Some dates and times may be subject to change.

Application Period	Friday, August 9 – Thursday, September 19, 2024
Application Deadline	Thursday, September 19, 2024, by 11:59pm Arizona Time
Review Period	Monday, September 23, 2024 – Thursday, November 21, 2024
Notifications and Award Materials	Monday, November 25, 2024 – Thursday, December 5, 2024
Funding Period	May 1, 2024 - February 28, 2025
Final Report Due	Wednesday, April 30, 2025

AWARD AMOUNT

\$2,500 | \$5,000 | \$10,000 to provide direct artistic services to community or civic clients. No cash match is required.

The final determination of the award amount will be made based on volume of eligible applications and available funds. While applicants may request up to \$10,000, final award may be less than requested. Rescue Plan funds are intended to support specific expenses only, with an emphasis towards equitable compensation to arts workers. All awarded funds must be expended within the funding period. Upon successful completion, the Artist’s profile will be promoted as a vetted business service provider in the Southern Arizona Arts and Culture Directory, a “concierge” service of the Arts Foundation website.

FINANCIAL RECORD MANAGEMENT

Grantees will be required to submit a report to the Arts Foundation by the published deadline. All funds must be accounted for and accurately documented. You must retain financial records and other supporting documents related to this grant for a period of four (4) years from the date the final report is submitted to the Arts Foundation. Grantees must permit the Arts Foundation and our auditors access to your records and financial statements, as necessary, to ensure compliance with federal award requirements. If you do not use the funds or if the funds are used for unauthorized/unallowable costs or activities, you must return the funds to the Arts Foundation. (Compliance within CRF 200 Uniform Administrative Requirements)

ELIGIBLE APPLICANTS

Open to individual Artists and Culture Bearers (Artist) that meet all the following eligibility criteria at the time of application:

- Eligibility 1. An individual artist providing services to an eligible client.
- Eligibility 2. Reside and provide services in counties and regions south of the Gila River. This includes Pima, Santa Cruz and Cochise counties and southern portions of Pinal, Yuma, Greenlee, Graham, Maricopa County and/or Native Sovereign Nations of Ak-Chin Indian Community, Sovereign Nation of the Cocopah, Quechan Tribe of the Fort Yuma Indian Reservation, Gila River Indian Community, Pascua Yaqui Tribe, Tohono O'odham Nation, San Carlos Apache Nation.
- Eligibility 3. Must have had been practicing as an artist since 2019.
- Eligibility 4. Previous Grantees must be current in all reporting to Arts Foundation.
- Eligibility 5. Funding recipients will be required to submit a W9 IRS form.
- Eligibility 6. Funding recipients will be required to submit a co-signed scope of work agreement between artist and client.
- Eligibility 7. Funding recipients will be required to provide an invoice for services rendered.
- Eligibility 8. Funding recipients will be required to provide confirmation signed by client that services were completed.
- Eligibility 9. Funding recipients will be asked to create a Bill.com account in order to remit payment.
- Eligibility 10. Funding recipients will be required to complete a Risk Assessment by submitting a Self-certification to ensure the grantee is not disbarred, suspended, nor have any other exclusions or disqualifications.
- Eligibility 11. Funding recipients will be required to provide documentation of good standing.
- Eligibility 12. Funding recipients will be required to disclose in writing any potential conflicts of interest that may be present when conducting funded activities.
- Eligibility 13. Funding recipients will be required to submit a final report to the Arts Foundation 30 days (about 4 and a half weeks) after the end of the funding period to document expenses and provide a brief description of services rendered.
- Eligibility 14. Funding recipients will be required to comply with all National Policies, including the completion of Section 504 Self-Assessment and appointing a Section 504 staff coordinator. See Appendix C for all National Policies.

INELIGIBLE

The following entities are **not eligible** to apply for this program.

- 501(c)3 Non-profit organizations.
- For-profit entities.
- Fiscally sponsored organizations.
- Religious institutions or religious group-sponsored organizations whose primary purpose is the religious socialization of individuals or whose arts programming exists as parts of religious sermons or services.
- Political organizations.
- Private, public and non-profit schools.

ELIGIBLE SERVICES

Funding awarded to individuals must have supported specific activities or work such as presentations, training, research, and/or creation of an artwork, with tangible outcomes. This is considered a fee to the Artists for services rendered within eligible timeline, that have not yet been paid in full.

Examples of services that may be provided by the Artist may include, but are not limited to:

- Presentation (Delivery of arts programming, performance, etc.)
- Training (workshop, instruction of other kinds)
- Design of Artwork in any medium (installation, animation, social media design, etc.)
- Creation of Artwork in any medium (visual, literary, performance, etc.)
- Consultation (advising and strategy)
- Mentorship (peer to peer mentorship, career development, artistic technique development, portfolio consultations, etc.)
- Facilitation

Additional examples of services that applicants might have provided to clients:

- Provide graphic facilitation for a team gathering or other entity
- Visual notetaking services
- Perform at a free public event
- Provide creative thinking for strategy and design sessions
- Design curriculum, workbooks or other collateral
- Provide voiceovers/ voice recording for materials to make more accessible
- Animated videos that bring to life the client's mission
- Photograph headshots for staff
- Direct, perform and shoot commercials for a client
- Serve on a design team for productions

ELIGIBLE CLIENTS (WHO MAY RECEIVE ARTS SERVICES)

Clients who received services between May 1, 2024 - February 28, 2025 may include, but not be limited to: government agencies, community groups, schools, businesses, artist peers, non-profit 501(c)3 organizations, community/civic partners, LLCs, and other entities/partners outside the arts sector that can make a case for public benefit of the service.

ELIGIBLE EXPENSES

Funds from this award may only be used to cover applicant artist fees for eligible services.

Unallowable expenses

See Appendix A for complete list of Unallowable Expenses.

The applicant **may not** use other ARPA funds to support the same client for the same services.

HOW TO APPLY

REVIEW Guidelines

- Step 1. Visit the Arts Foundation's webpage to access guidelines and the application link in the resources.
- Step 2. Review the complete guidelines, application questions, FAQ and Appendices Sections.
- Step 3. Prepare responses to the information listed in the Application Question Section of the guidelines.
- Step 4. Secure appropriate budget and all other required files and documentation as requested in the grant guidelines.

SUBMIT Online Application

- Step 5. Go to the online application form, Submittable: <https://artsfoundtucson.submittable.com/submit>
- Step 6. Select the name of the grant program listed in the Submittable application portal.
- Step 7. Create a Submittable account. If you already have an account, just login.
- Step 8. Complete the online application form, include responses to all sections and label narrative questions for ease of panel review.
- Step 9. Select your preferred method for submitting responses to the narrative questions and follow prompts to enter written information, or upload video or post a link.
- Step 10. Upload Budget and all other required Files. Click "Choose Files" to upload document.
- Step 11. Review your application one last time! Then, click "Submit Form" to submit.
- Step 12. Submit the complete online application before the deadline. Late or incomplete applications will not be accepted.

REVIEW PROCESS

A panel of artists, arts administrators, community advocates and cultural workers representing geographic, discipline, and ethnic diversity will review, deliberate, and score the materials submitted by each applicant. Materials will be assessed based on eligibility, completeness, and clarity, based on the published review criteria. Panel recommendations will be submitted to the Arts Foundation Board of Directors for formal approval and authorization.

EQUITY

The Arts Foundation for Tucson and Southern Arizona has an equity strategy that aims to identify and eliminate barriers that have prevented undercapitalized groups' full participation in the agency's programs and to strengthen equity, diversity, and inclusion in the arts and culture sector for all communities of Southern Arizona. The program is committed to a just and equitable distribution of funding. To that commitment, the Arts Foundation for Tucson and Southern Arizona will consider equity and geographic parity as part of our decision-making and will work to expand the reach of this relief opportunity to a broad, diverse community of arts organizations.

CRITERIA Artistic Excellence and Artistic Merit

The following criteria of **artistic excellence** and **artistic merit** of the proposal will be considered during the review of applications:

1. **Capacity:** Ability of applicant to carry out the ARPA award in alignment with the scope of work agreed upon between the artist and client.
2. **Impact:** Potential to **impact** (serve, reach, hire and/or support) individuals whose opportunities to experience the arts are limited by ethnicity, economics, geography, or disability.
3. **Alignment:** Potential to strengthen **civic participation** and **community benefit** through arts and culture.

ASSISTANCE

Assistance 1.	Bilingual Information Session and Q&A	The Arts Foundation Team will host and record an online information session. Sign up for the Webinar: follow this link
Assistance 2.	Bilingual Consultations	The Arts Foundation Team will provide technical assistance sessions in English and Spanish on zoom, over the phone, or via email. To request a bilingual consultation, follow this link
Assistance 3.	Grants Coaching	Applicants may request review of narrative question draft and receive a 15 to 30-min feedback call over phone or zoom. To request a coaching session, follow this link
Assistance 4.	Frequently Asked Questions	Refer to Frequently Asked Questions in Appendix C for detailed information to support your application.
Assistance 5.	Submittable Technical Questions	If you encounter any technical issues with the online application platform: Contact Submittable team at support@submittable.com or (855) 467-8264.

ADDITIONAL ASSISTANCE

Assistance 6.	Other Questions?	Questions about the application process or content of your application. See contact below.
Assistance 7.	Alternate Format	Request this agency publication in an alternative format. See contact below.
	Contact	Gabriela Muñoz, Director of Grants and Programs Email: grants@artsfoundtucson.org Call: (520) 460-4483 Office: (520) 624-0595 ext. 2

APPLICATION QUESTIONS

NOTE: Questions provided below are for reference purposes only. The full application materials must be submitted online through the Submittable Portal.

SECTION ONE: ELIGIBILITY

Please answer the questions below to determine eligibility for this funding opportunity. If you are eligible, the remainder of the application will appear below.

- Question 1. City- In what city is the Artist applicant based?
- Question 2. Southern Arizona Serving- Does the applicant reside in and work within Southern Arizona?
 - Option A. Yes
 - Option B. No
 - i. If No, then Not Eligible. Only Southern Arizona Artists are eligible for this program.
- Question 3. Artwork History- Has the Artist been a professional working artist since 2019 or before?
 - Option A. Yes
 - Option B. No
 - i. If No, then Not Eligible.
- Question 4. Past Grant Recipient- Has the Artist received funding from Arts Foundation in the past?
 - Option A. Yes
 - Option B. No
- Question 5. [Branch Question 7] Final Report
If Yes, have you completed all final reports for past Arts Foundation Grants?
 - Option A. Yes
 - Option B. No
 - i. If No, then Not Eligible. Prior grantees with a proven track record of complying with grant reporting and are in good standing with Arts Foundation reports are eligible for this program.

SECTION TWO: ARTIST PROFILE

Complete the Artist profile and enter contact information for the artist responsible for this proposal.

- Question 1. Artist Legal Name
- Question 2. Artistic Name
If your artistic name differs from your legal name, also enter that name here. Otherwise, leave this field blank.
- Question 3. Mailing Address – Street, City, State, Zip Code
- Question 4. US County
Which Southern Arizona County do you reside in?
 - Option A. Cochise
 - Option B. Santa Cruz
 - Option C. Pima
 - Option D. Pinal (South of the Gila River)

- Option E. Yuma
- Option F. Greenlee (South of the Gila River)
- Option G. Graham (South of the Gila River)
- Option H. Maricopa (South of the Gila River)
- Option I. Does Not Apply

Question 5. Tribal Nation

Are you formally affiliated with, or identify with a specific Tribal Nation?

- Option A. Not Applicable
- Option B. Yes

[Branch Question 5.a] Tribal Nation Served

If Yes, please indicate which specific Tribal Nation is served.

- Option A. Ak-Chin Indian Community
- Option B. Sovereign Nation of the Cocopah
- Option C. Quechan Tribe of the Fort Yuma Indian Reservation
- Option D. Gila River Indian Community
- Option E. Pascua Yaqui Tribe
- Option F. Tohono O'odham Nation
- Option G. San Carlos Apache Nation

Question 6. Website URL

Question 7. Social Media Handle

Question 8. Upload Cover Photo

This photo will serve as a visual identifier for your application. It may be an artwork, headshot, logo, a photo of a program, participants, etc. You may upload additional photos.

Question 9. Artist Contact Information

- Phone Number
- Email

Question 10. Client Contact Information

- Full Name
- Company/Organization Name
- Phone Number
- Email

Question 11. Communication Method

By default, all Arts Foundation Communications will be routed through Submittable, and on occasion send communication via the email address used to create the Submittable Account.

You may indicate an additional preferred method of communication for additional support.

- Option A. Phone Call
- Option B. Email

Question 12. Arizona State Legislative District

Which state legislative district is your organization located in?

To look up your legislative district by address visit:

<https://irc-az.maps.arcgis.com/apps/instant/lookup/index.html?appid=424810a4667049388ef6df4f0c73098b>

- Option A. District 6
- Option B. District 7
- Option C. District 16
- Option D. District 17
- Option E. District 18

- Option F. District 19
- Option G. District 20
- Option H. District 21
- Option I. District 22
- Option J. District 23
- Option K. District 25

Question 13. U.S. Federal Congressional District

Which federal congressional district is your organization located in?

To look up your congressional district by address visit:

<https://irc-az.maps.arcgis.com/apps/instant/lookup/index.html?appid=ffc3e1bac1ed4350923608ae8e3544c7>

- Option A. District 2
- Option B. District 6
- Option C. District 7
- Option D. District 9

Question 14. City of Tucson Ward

Which City of Tucson Ward do you reside in?

To look up your City of Tucson Ward by address visit:

<https://cotgis.maps.arcgis.com/apps/webappviewer/index.html?id=b07b1470c24648aa94ace298cd88239c>

- Option A. Ward 1
- Option B. Ward 2
- Option C. Ward 3
- Option D. Ward 4
- Option E. Ward 5
- Option F. Ward 6
- Option G. Outside of Tucson City Boundaries

Question 15. Pima County District

Which Pima County Supervisorial District do you reside in?

To look up your Pima County District by address visit:

<https://www.recorder.pima.gov/districtmaps>

- Option A. District 1
- Option B. District 2
- Option C. District 3
- Option D. District 4
- Option E. District 5
- Option F. Outside of Pima County Boundaries

Question 16. Arts & Culture Work History

Enter the year when you began working as a professional artist.

Question 17. Pre-pandemic Work History

Has the applicant worked as a professional artist since 2019- before the Pandemic?

- Option A. Yes
- Option B. No

Question 18. Primary Artistic Discipline

Select one primary artistic discipline that is most relevant to your arts practice.

- Option A. Art conservation or historic preservation
- Option B. Community arts (e.g., public art, creative placemaking, social practice art)
- Option C. Craft (e.g., ceramics, fiber, glass, jewelry, metals, textiles)
- Option D. Dance (e.g., dancers, choreographers in all genres)

- Option E. Design (e.g., fashion, graphic, industrial, object, all forms of architecture)
- Option F. Film (e.g., animation, documentary, episodic, experimental, narrative)
- Option G. Media (e.g., technology, aesthetics, storytelling, digital cultures, immersive design, interactive media, podcasts, virtual reality, web-based projects)
- Option H. Music (e.g., composers, musicians in all genres)
- Option I. Teaching artist, teacher, or professor (e.g., pre-K-12, undergrad, grad, creative youth development)
- Option J. Theatre & Performance (e.g., directing, experimental, live action, playwriting, puppetry, tactical and site performance)
- Option K. Traditional arts (e.g., work related to the continuity and evolution of a tradition and/or cultural heritage such as cultural dance, cultural music, oral expression, and traditional crafts)
- Option L. Visual Arts (e.g., installation, painting, performance art, photography, sculpture, sound art, video)
- Option M. Writing & Literature (e.g., criticism, fiction, graphic novels, journalism, nonfiction, poetry)
- Option N. Other: Please specify
 - i. Please Specify

Question 19. Services funded by ARPA grant program

Select the type of service you will provide to the client through this ARPA funding.

- Option A. Presentation (Delivery of arts programming, performance)
- Option B. Training (workshop, instruction)
- Option C. Design of Artwork in any medium (installation, animation, social media design, etc)
- Option D. Creation of Artwork in any medium (visual, literary, performance, etc)
- Option E. Consultation (advising and strategy)
- Option F. Mentorship (peer to peer mentorship, career development, artistic technique development, portfolio consultations)
- Option G. Facilitation

Additional services that applicants might have provided to clients:

 - Option H. Provide graphic facilitation for a team gathering or other entity
 - Option I. Visual notetaking services
 - Option J. Perform at a free public event
 - Option K. Provide creative thinking for strategy and design sessions
 - Option L. Design curriculum, workbooks or other collateral
 - Option M. Provide voiceovers/ voice recording for materials to make more accessible
 - Option N. Animated videos that bring to life the client's mission
 - Option O. Photograph headshots for staff
 - Option P. Direct, perform and shoot commercials for a client
 - Option Q. Serve on a design team for productions
- Option R. Other
 - i. Please Specify

SECTION THREE: NARRATIVE

The following section will guide you through narrative questions that will help the reader understand the scope of your work and plans for requested funds. Applicants may choose to submit narrative responses via written text, by uploading a video file, or by submitting a URL link to the video statement. Responses may be provided in English or Spanish.

Narrative Section Questions

Please label and answer the following questions in your Narrative Response. Narrative response is limited to 1200 words or 7 min video (written or video).

1. **Capacity:** Tell us about you and your artistic practice.
2. **Impact:** Tell us about your client, why you chose them and how they will benefit.
3. **Capacity:** Tell us about the arts service you are providing to the client; include schedule and location of agreed upon activities.
4. **Capacity:** Tell us what qualifies you to provide these services.
5. **Alignment:** Tell us how this service has the potential to strengthen civic participation or benefit a community.
6. **Impact:** Will services rendered benefit individuals whose opportunities to experience the arts are limited by ethnicity, economics, geography, or disability? If so, tell us how.
7. **Recovery:** Provide a summary of how the COVID-19 pandemic negatively impacted your livelihood and how this opportunity is helping you recover.

Question 1. Program Summary

In two or three sentences, clearly describe the specific arts programming you would like us to support, and state why the programming is important. Include, as applicable, the target population that will be served, and where the programming will take place during the period of performance. (750 character limit, including spaces)

Question 2. Submit Narrative

Answer all Narrative Section Questions by selecting your preferred format. Word limit 1200 words or 7 min video.

- Option A. Enter statement as written narrative.
- Option B. Video file
 - i. Upload Button - Password Enabled
- Option C. Submit URL link to video statement.
 - i. Video Link

Question 3. Will funded activities affect Historic Properties or Districts as described in the guidelines?

The National Historic Preservation Act of 1966, as amended, applies to any Federal funds that support activities that have the potential to impact any structure eligible for or on the National Register of Historic Places, adjacent to a structure that is eligible for or on the National Register of Historic Places, or located in a historic district, in accordance with Section 106. This also applies to planning activities that may affect historic properties or districts. We will conduct a review of your project activities, as appropriate, to determine the impact of your project activities on the structure or any affected properties. Agency review must be completed prior to any agency funds being released. You may be asked to provide additional information on

your project to ensure compliance with the Act at any time during your award period (16 USC 470). Rev. 3/9/22 (11/3/21).

Option A. Yes

Option B. No

Additional Guidelines for Narrative Video Responses:

- Only one video may be submitted and all narrative questions must be addressed in this section. Video responses must begin with the stated question being answered, and then followed by the response. Example: (i.e. Verbalize “Tell us how you plan to use the funds, and how this will have an immediate equitable impact on the arts workforce during the funding period?” then answer the question.
- The video must be no more than 7 minutes in length. Videos will not be assessed on the production quality of the video.
- You may opt to use the video function on your phone, webcam on a computer, digital camera, or record it on Zoom.
- Videos may be included as a URL link from a video hosting site (such as YouTube or Vimeo), or the video may be uploaded as a file. Acceptable file types: mp4, mov, avi, mpg, 3gp, flv, webm, wmv, mkv, m4v.

SECTION FOUR: ATTACHMENTS

Question 1. Work Samples

Upload up to 5 artwork samples to provide visual context to your arts practice.

Question 2. Describe Work Samples

[Long Response] Provide image Description and Image Credit

Question 3. 1-page Resume

Question 4. Co-Signed Memo of Understanding between Artist and Client

Co-Signed Memo of Understanding should include the following:

1. *Your Name (Applicant Artist/Culture Bearer)*
2. *Your Client’s Name*
3. *Scope of Work you are agreeing upon*
 - a. *The following information should be included in the Scope of Work:*
 - b. *Project title: name of project for which Artist will provide work to Client*
 - c. *Parties involved: Name of Applicant Artist & Client*
 - d. *Objectives: what is the purpose of the work proposed and its intended impact on Client*
 - e. *Task list: what will be the specific tasks that will be accomplished*
 - f. *Project schedule: what is timeline for the project and tasks. List specific dates when tasks will be completed*
 - g. *Project deliverables: list of specific products, services or outcomes that will be accomplished by the time the work is completed*
 - h. *Adoption plan: In 2-3 sentences describe the plan to implement work deliverables*
 - i. *Project management: Provide a brief description of who will be responsible for work activities*
4. *Hourly rate or rate of cost for services detailed in the Scope of Work*
5. *Term dates for work (dates when work will start and be completed)*
6. *Billing date(s) when work will be paid*

SECTION FIVE: FINANCES

- Question 1. Requested Award Amount
Select Award Amount
Option A. \$2,500
Option B. \$5,000
Option C. \$10,000
- Question 2. Budget Details
Provide detailed information of how Requested Award Amount will be used to support the work agreement between the Client and the Applicant/Artist
- Client Name
 - Scope of Work to be engaged
 - Hourly rate or rate of cost for services
 - Term dates for work
 - Billing date(s)
- Question 3. Pandemic Impact
Did the Artist experience financial loss or hardship due to COVID-19?
Option A. Yes
Option B. No
- Question 4. Percent of Arts-Based Work Income
Percentage of arts-based income in a typical year, based on your annual income:
Option A. 50%-below
Option B. 51%-60%
Option C. 61%-70%
Option D. 71%-80%
Option E. 81%-90%
Option F. 91%-100%
- Question 5. Annual Income BEFORE COVID-19 (March 2020)
*Which of the following categories best describes your annual total household income PRIOR to the impacts of COVID-19? **
Option A. Less than \$15,000
Option B. \$15,000 to \$24,999
Option C. \$25,000 to \$34,999
Option D. \$35,000 to \$49,999
Option E. \$50,000 to \$74,999
Option F. \$75,000 to \$99,999
Option G. \$100,000 to \$149,999
Option H. \$150,000 to 299,999
Option I. \$300,000 or more
- Question 6. CURRENT Annual Income
Which of the following categories best describes your CURRENT annual total household income?
Option A. Less than \$15,000
Option B. \$15,000 to \$24,999
Option C. \$25,000 to \$34,999
Option D. \$35,000 to \$49,999
Option E. \$50,000 to \$74,999
Option F. \$75,000 to \$99,999
Option G. \$100,000 to \$149,999

- Option H. \$150,000 to 299,999
- Option I. \$300,000 or more

SECTION SIX: COMMUNITY ALIGNMENT

Question 1. Community and Mission Alignment

Indicate if the Artist, Client or Service is explicitly related to a specific cultural community. Click all the options that may apply.

- Option A. BIPOC (Black, Indigenous and People of Color) or ALAANA (African, Latinx, Arab, Asian, Native-American) Communities
- Option B. Communities Living with Disabilities
- Option C. Rural residents
- Option D. Refugee, Migrant Communities, Communities Seeking Asylum
- Option E. Communities Experiencing Poverty
- Option F. Gender Specific Services
- Option G. LGBTQAI Communities
- Option H. Specific Generations (Youth, Elders, etc.)
- Option I. Veteran Services
- Option J. Formerly Incarcerated Populations
- Option K. Single Parents/Heads of Household
- Option L. Victims of Domestic Violence
- Option M. Persons Needing Mental Health Support
- Option N. Persons Experiencing Homelessness
- Option O. Healthcare Workers
- Option P. Front Line Workers
- Option Q. Additional Social Identities
- Option R. Applicant or Client's mission and services are NOT primarily dedicated to a specific cultural community.

Question 2. Sectors Engaged/Served

Click all the options that may apply.

- Option A. Governmental
- Option B. Local Non-Profit Organization
- Option C. Community Advocacy
- Option D. Economic Development
- Option E. Public Health
- Option F. Tourism
- Option G. Historic preservation
- Option H. Culture and Heritage
- Option I. Public Schools
- Option J. Neighborhood Associations
- Option K. Creative Placekeeping
- Option L. Housing and Community Development
- Option M. Transportation and Mobility
- Option N. Parks and Rec
- Option O. Other
 - i. *Please Specify*

Question 3. Multilingual Services

Provide an annual estimate of community members that benefit from Bilingual or Multilingual services and programs.

SECTION SEVEN: DISCLOSURE AND SIGNATURE

- Question 1. Non-discrimination Clause
 The applicant does not discriminate in their employment practices, volunteer opportunities, or delivery of programs and services on the basis of Race, Religion, Gender or Gender Identity (including gender nonconformity and status as a transgender individual), Gender Expression, Sexual Orientation, Age, Ancestry, Citizenship, Ethnicity, Familial Status, Socioeconomic Status (economic circumstances), Color, Creed, Sex (including pregnancy), Phases of Parenthood, National Origin, Marital Status, Veteran Status (past, current or prospective service in the armed forces), Genetic Information, Physical Characteristics or Appearance, Mental or Physical Disability, Any other status prohibited by applicable law.
 Option A. [Check Box]
- Question 2. Self-Certification of Good Standing
 Applicant certifies that they are not disbarred, suspended, or have any other exclusions or disqualifications that would prevent them from receiving funding from the Federal Government.
 Option A. [Check Box]
- Question 3. Media Release
 I agree that the Arts Foundation and its assigns and designees may use any media (artwork samples) uploaded in this application to educate and inform the public about Art Foundation programs or to educate about the Arts Foundation. I recognize that any educational materials containing the media may be distributed or broadcast globally. I release the Arts Foundation and its assignees and designees from all claims and demands arising out of or in connection with the use of the media. I certify that I have all the rights necessary to agree to these terms.
 Option A. Yes
 Option B. No
- Question 4. How did you find out about this opportunity?
 Option A. TV news station
 Option B. Radio
 Option C. Podcast
 Option D. Article in the newspaper
 Option E. From a friend
 Option F. Social Media from Arts Foundation (Instagram, Facebook, X/Twitter)
 Option G. Social Media from Another Account
 Option H. Ward/District/County/Tribal Government newsletter or social media
 Option I. Arts Foundation Email newsletter
 Option J. Arts Foundation website
 Option K. Other (fill in answer)
- Question 5. Select other Arts Foundation opportunities that you are interested in:
 Option A. Arts Foundation Instagram Takeover
 Option B. Past Grantee Success Story
 Option C. Newsletter Feature Interview
 Option D. Nothing now, Thanks!
- Question 6. Acknowledgement- Authorized Signer
 By checking the box below, I acknowledge that I have read this application and approve its submission. I verify that the information submitted above is true. I certify that I have the authority to submit this application on behalf of all named partners.

- Question 7. Option A. [Check Box]
Contact- Artist/Culture Bearer
Enter the legal name, title and contact information of the Artist/Culture Bearer who will receive funding to support work detailed in this grant submission.
- Option A. Full Name
 - Option B. Title/Role
 - Option C. Email Address
 - Option D. Phone Number

APPENDIX A UNALLOWABLE EXPENSES



Overlapping Costs

Overlapping costs are not allowable. In other words, federal funds cannot support the same costs during the same period of time with two different federal grants (no overlapping costs). These costs must not be covered by any other Federal agency, such as the Small Business Administration, the National Endowment for the Humanities, etc. during the grant period. Organizations are eligible to apply for ARP subgrant funding even if they have applied for and/or received funding from other federal or state agencies, provided that the organization isn't double claiming any costs. For example, subgrantees must keep documentation to show which employees are being paid from each funding source so that the federal government isn't paying more than 100 percent of a salary during the same period of time.

Additional Unallowable Expenses

- “Artist relief” programs where the funding is intended to alleviate financial hardship (i.e., rent or food assistance to individuals) and does not require the artist to undertake work.
- Alcoholic beverages.
- Commercial (for-profit) enterprises or activities, including concessions, food, clothing, artwork, or other items for resale. This includes online or virtual sales/shops.
- Construction, purchase, or renovation of facilities.
- General fundraising.
- General miscellaneous or contingency costs.
- Land purchase costs.
- Lobbying, including activities intended to influence the outcome of elections or influence government officials regarding pending legislation, either directly or through specific lobbying appeals to the public.
- Mortgage interest, fines and penalties, bad debt costs, or deficit reduction.
- Rental costs for home office workspace owned by individuals or entities affiliated with the applicant organization.
- Social activities such as receptions, parties, or galas.
- Subawards to replace lost revenue.
- Travel costs.
- Vehicles purchases.
- Visa costs paid to the U.S. government.
- Voter registration drives and related activities.
- Costs supported by any other federal funding. This includes federal funding received either directly from a federal agency or indirectly from a pass-through organization such as a state arts agency, regional arts organization, or a grant made to another entity.
- Expenditures related to compensation to foreign nationals when those expenditures are not in compliance with regulations issued by the U.S. Treasury Department Office of Foreign Assets Control. For further information, see <https://www.treasury.gov/about/organizationalstructure/offices/pages/office-of-foreign-assets-control.aspx>.
- All other costs that are unallowable per 2 CFR 200 and other laws.

APPENDIX B NATIONAL POLICY



Nondiscrimination Policies

As a condition of receipt of Federal financial assistance, you acknowledge and agree to execute your project, and require any contractors, successors, transferees, and assignees to comply with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1.a Title VI of the Civil Rights Act of 1964, as amended, and implemented by the National Endowment for the Arts at 45 USC 1110, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. Title VI also extends protection to persons with limited English proficiency (42 USC 2000d et seq.)

1.b As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons in conducting your programs and activities. For assistance and information go to www.arts.gov/foia/reading-room/nea-limited-english-proficiency-policy-guidance.

1.c Title IX of the Education Amendments of 1972, as amended, provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance (20 USC 1681 et seq.)

1.d The Age Discrimination Act of 1975, as amended, provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (42 USC 6101 et seq.)

1.e The Americans with Disabilities Act of 1990 (ADA), as amended, prohibits discrimination on the basis of disability in employment (Title I); State and local government services (Title II); and places of public accommodation and commercial facilities (Title III) (42 USC 12101-12213).

1.f Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of his/her disability, be excluded Rev. 3/9/22 (11/3/21) National Endowment for the Arts: Specific Terms and Conditions for the American Rescue Plan Grants to Local Arts Agencies Page 15 of 17 from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (29 USC 794). Access should be integrated into all facets and activities of an organization, from day to day operations to long range goals and objectives. Access accommodations and services should be given a high priority and funds should be available for these services. All organizations are legally required to provide reasonable and necessary accommodations for staff and visitors with disabilities.

Section 504 - Self-Evaluation and Additional Resources

i. A Section 504 self-evaluation must be on file at your organization. To help your organization evaluate its programs, activities, and facilities with regard to Section 504 accessibility requirements, the Civil Rights Office has a Section 504 Self Evaluation Workbook available on our website.

ii. You should designate a staff member to serve as a 504 Coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three (3) years from the date the Federal Financial Report (FFR) is filed and made available to the public and the National Endowment for the Arts upon request. The National Endowment for the Arts may request the 504 Workbook or your compliance documents for various potential scenarios including an Inspector General audit and/or civil rights investigation.

iii. Design for Accessibility: A Cultural Administrator's Handbook provides guidance on making access an integral part of an organization's staffing, mission, budget, and programs. This Handbook and other resources may be downloaded from the National Endowment for the Arts website. If you have questions, contact the Office of Accessibility at accessibility@arts.gov; (202) 682-5532; fax (202) 682-5715; or TTY (202) 682-5496.

Environmental and Preservation Policies

2.a The National Environmental Policy Act of 1969, as amended, applies to any Federal funds that would support an activity that may have environmental implications. We may ask you to respond to specific questions or provide additional information in accordance with the Act. If there are environmental implications, we will determine whether a categorical exclusion may apply; to undertake an environmental assessment; or to issue a "finding of no significant impact," pursuant to applicable regulations and 42 USC Sec. 4332.

2.b The National Historic Preservation Act of 1966, as amended, applies to any Federal funds that support activities that have the potential to impact any structure eligible for or on the National Register of Historic Places, adjacent to a structure that is eligible for or on the National Register of Historic Places, or located in a historic district, in accordance with Section 106. This also applies to planning activities that may affect historic properties or districts. We will conduct a review of your project activities, as appropriate, to determine the impact of your project activities on the structure or any affected properties. Agency review must be completed prior to any agency funds being released. You may be asked to provide additional information on your project to ensure compliance with the Act at any time during your award period (16 USC 470). Rev. 3/9/22 (11/3/21).

Debarment and Suspension

3. Debarment and Suspension. You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR Part 180, as adopted by the National Endowment for the Arts in 2 CFR 3254.10. There are circumstances under which we may receive information concerning your fitness to carry out a project and administer Federal funds, such as:

- i. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;
- ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility.
- iii. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility. In these circumstances, we may need to act quickly to protect the interest of the government by suspending your funding while we undertake an investigation of the specific facts. We may coordinate our suspension actions with other Federal agencies that have an interest in our findings. A suspension may result in your debarment from receiving Federal funding government-wide for up to three (3) years.

Drug Free Workplace ACT

4. The Drug Free Workplace Act requires you to publish a statement about your drug-free workplace program. You must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. You must

maintain on file the place(s) where work is being performed under this award (i.e., street address, city, state, and zip code). You must notify the National Endowment for the Arts Office of Grants Management of any employee convicted of a violation of a criminal drug statute that occurs in the workplace (41 USC 701 et seq. and 2 CFR Part 3256).

Lobbying

5. Lobbying. You may not conduct political lobbying, as defined in the statutes and regulations listed below, within your Federally-supported project. In addition, you may not use Federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:

5.1 No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities (18 USC 1913). Rev. 3/9/22 (11/3/21)

5.2 Lobbying (2 CFR 200.450) describes the cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans as an unallowable project cost. The regulation generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public.

5.3 Certification Regarding Lobbying to Obtain Awards. Section 319 of Public Law 101-121, codified at 31 USC 1352, prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be included in your project budget, and their use must be disclosed to the awarding Federal agency. Disclosure of lobbying activities by long-term employees (employed or expected to be employed for more than 130 days) is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.

6. Davis-Bacon and Related Acts (DBRA), as amended, requires that each contract over \$2,000 to which the United States is a party for the construction, alteration, or repair of public buildings or public works (these activities include, but are not limited to, painting, decorating, altering, remodeling, installing pieces fabricated off-site, and furnishing supplies or equipment for a work-site) must contain a clause setting forth the minimum wages to be paid to laborers and mechanics employed under the contract. Under the provisions of DBRA, contractors or their subcontractors must pay workers who qualify under DBRA no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. Information about the laborers and projects that fall under DBRA can be found in the U.S. Department of Labor's Compliance Guide at <https://www.dol.gov/agencies/whd/government-contracts/construction>. DBRA wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5, and with DOL's

Compliance Guide. The provisions of DBRA apply within the 50 states, territories, protectorates, and Native American nations (if the labor is completed by non-tribal laborers).

Native American Graves Protection and Repatriation Act

7. The Native American Graves Protection and Repatriation Act of 1990 applies to any organization that controls or possesses Native American human remains and associated funerary objects and receives Federal funding, even for a purpose unrelated to the Act (25 USC 3001 et seq.).

U.S. Constitution Education Program

8. U.S. Constitution Education Program. Educational institutions (including but not limited to "local educational agencies" and "institutions of higher education") receiving Federal funds from any agency are required to provide an educational program on the U.S. Constitution on September 17 (P.L. 108-447, Division J, Sec. 111(b)). For more information on how to implement this requirement and suggested resources, see www2.ed.gov/policy/fund/guid/constitutionday and <https://www.loc.gov/extranet/cld/constitution.html>.

Prohibition on use of funds to ACORN or its subsidiaries

9. Prohibition on use of funds to ACORN or its subsidiaries. None of the federal or matching funds expended for your awarded project may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries (P.L. 111-88 Sec. 427).

APPENDIX C FREQUENTLY ASKED QUESTIONS

Eligibility

1Q. Can I apply if I received a 2024 stART Grant?

- A. Yes, on the condition that the application for the 2025 ARPA Artists Grant is specifically to work with a Client and the services/activities/work is not related to the expenses that the 2024 stART Grant is already supporting.
- A. No overlapping costs or expenses are allowed.

2Q. Can I apply if my Client is applying for the 2025 ARPA Organization Grant?

- A. Yes, on the condition that the application for the 2025 ARPA Artists Grant requests funding support for completely different services/activities/work than the funding being requested by your Client organization in their 2025 ARPA Organization Grant proposal.
- A. No overlapping costs or expenses are allowed.

3Q. Can I apply if my Client received a 2024 Operating Support Grant for Organizations?

- A. Yes, on the condition that the application for the 2025 ARPA Artists Grant requests funding support for completely different services/activities/work than the funding received by your Client's 2024 Operating Support Grant for Organizations award.
- A. No overlapping costs or expenses are allowed.

4Q. I received a grant from the Arts Foundation, other than the 2024 stART Grant, in the past and I have not submitted a final report. Can I still apply?

- A. No. Only grantees who have closed out their final reports can apply for this grant. Contact Arts Foundation Grants Department on how to get current. Reference Contact information listed in the "Guidelines at a Glance" section of this document.

5Q. Can we apply as a collective, as a group, alongside other artists?

- A. No, an artist collective is not eligible to apply. However, the individual artists within the artist collective can apply as individuals working with a Client to provide eligible services.

Financial Questions

6Q. How much can I apply for?

- A. Applicants may request: \$2,500, \$5,000, or \$10,000.

7Q. Is a cost-match required for this program?

- A. No, there is no cost-match requirement for this program.

8Q. How can grant funds be spent?

- A. Grant funds can only be used to cover the scope of work applicant included in their application.

9Q. What do I do if I need to change the work that the funding was requested for and awarded?

- A. Grantee MUST contact Arts Foundation Grants Staff to seek approval of any budget changes. If approval is granted, then a new co-signed MOU must be provided to the Arts Foundation for review and final approval.

- A. If the Grantee does not secure prior approval and provide all necessary new documents then their contract can be deemed unfulfilled and the funding can be considered forfeit due to Grantee's breach of contract.
- A. Please note that depending on the timing of the request and the deadline to issue funding, the change can be denied and funding may be forfeited by Grantee if not enough time is left to complete the internal paperwork as well as the completion of the work due by the Grantee to their Client.

10Q. What information do I need to include in the Memorandum of Understanding (MOU) that me and my Client both need to sign to prove that we have a work agreement?

- A. The following information should be included in the MOU:
 - Your Name (Applicant Artist/Culture Bearer)
 - Your Client's Name
 - Scope of Work you are agreeing upon
 - Hourly rate or rate of cost for services detailed in the Scope of Work
 - Term dates for work (when work will start and be completed)
 - Billing date(s) when work will be paid

11Q. Am I required to have the Memorandum of Understanding (MOU) signed by me **and** my Client?

- A. Yes, the MOU needs to be signed by both the applicant Artist and the Client when submitting it in the grant application; otherwise, the application is considered incomplete and this will impact how panelists consider the application to receive funding.

12Q. What information do I need to include in the Scope of Work?

- A. The following information should be included in the Scope of Work:
 - Project title: name of project for which Artist will provide work to Client
 - Parties involved: Name of Applicant Artist & Client
 - Objectives: what is the purpose of the work proposed and its intended impact on Client
 - Task list: what will be the specific tasks that will be accomplished
 - Project schedule: what is timeline for the project and tasks. List specific dates when tasks will be completed
 - Project deliverables: list of specific products, services or outcomes that will be accomplished by the time the work is completed
 - Adoption plan: In 2-3 sentences describe the plan to implement work deliverables
 - Project management: Provide a brief description of who will be responsible for work activities

13Q. Is an invoice required to apply?

- A. No, an invoice will only be required of Grantees after they complete the work due to the Client and which is funded by this grant.

14Q. What kind of accounting system is required to receive a grant?

- A. Grantees must maintain a system that details the expenses that are charged to specific categories of the grant budget. This can range from a professional accounting system maintained by financial professionals for a large organization to an Excel spread sheet with columns for each budget category. It should identify the entity who was paid, the amount, the date and a very brief entry for what was provided. Grantees may or may not have to submit

copies of receipts or invoices, but all records must be retained for the period specified in the guidelines.

Submitting the Application

- 15Q. How long will this grant program accept applications?
- A. All online applications will remain open and available for submission until 11:59 p.m. Arizona time, on the deadline date in the guidelines. We recommend that you complete your online application materials well in advance of the deadline.
- 16Q. If I start an online application through the Arts Foundation’s Submittable, can I save it and submit it later?
- A. Yes, Submittable has a “Save Draft” function to save and complete the application at a later time. It is advised that you save your application throughout the application process to ensure that data is not lost by refreshing the page.
- 17Q. If I miss the application deadline can I still apply?
- A. No late applications will be accepted after the published deadline.
- 18Q. Will I receive confirmation that my application was received?
- A. Yes, you will receive a submission confirmation to the email associated with your Submittable account if we successfully received your application. If you do not receive an email confirmation you must check your Submittable application to ensure that it was submitted prior to the published deadline. It is the applicant's responsibility to ensure the successful submission of their application materials.

Review Process

- 19Q. How do I check the status of the grant proposal I submitted?
- A. You will receive email notifications of your application status during the published Award Notification period.
- 20Q. Can I find out about the status of my application during the panel review process?
- A. No, review outcomes will only be available after the review process is complete. See the Timelines published in this document.
- 21Q. What is the Review Process?
- A. The Review Process consists of a staff-led Technical Review and a Community Panel Review. Arts Foundation staff are not a part of the Community Panel Review process.
- 22Q. Will panel feedback be available to us after?
- A. Yes, aggregated feedback will be available to applicants and requests will be processed in the order in which they are received. This may take 6-8 weeks after request is received due to high volume of requests and the rolling grant programs constantly administered by the Arts Foundation Grants Team.

Grantee Requirements

- 23Q. How do I get my grant funds?
- A. Once the Grantee submits all required documents, the grant funds are disbursed through a one-time payment through ACH (direct deposit) utilizing Bill.com.

- A. Grantees will receive an invitation to set up a free account with Bill.com by the Arts Foundation's Momentum Tax team so they can set up their account to receive direct deposit

24Q. What is Bill.com?

- A. The Arts Foundation uses Bill.com to process payments.
- A. Grantees who already have a Bill.com account and have received funding from the Arts Foundation do not need to set up an additional account; they simply need to provide the Arts Foundation with their PNI to receive their funding directly to their bank account.
- A. Grantees do not have to set up a Bill.com account on their own. Grantees will receive an invitation via email after award paperwork is completed, to set up a FREE Bill.com account to receive funding. Additional information on how to set up a Bill.com account may be found at: <https://help.bill.com/direct/s/article/360060488871>

25Q. What is a Section 504 Self Assessment?

- A. In support of accessibility requirements and in accordance with section 504 of the Rehabilitation Act of 1973, all grant recipients are required to ensure that their arts programs are accessible to disabled visitors and employees. To assist grantees in their compliance with this requirement, the NEA provides this Program Evaluation Workbook (Workbook) designed to assist staff of Endowment grant recipients in evaluating the current state of accessibility. More specifically, this Program Evaluation Workbook (Workbook) is designed to assist grantees in their efforts to: (a) comply with the Endowment's regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, including the preparation of a self-evaluation of all programs, activities, policies and practices to determine areas of noncompliance, and (b) better understand the relationship between 504 and the Americans with Disabilities Act (ADA). <https://www.arts.gov/about/civil-rights-office/applicants-recipients-of-federal-financial-assistance/section-504-self-evaluation-workbook>
- A. The Arts Foundation offered a webinar to support grantees in completing this requirement. The webinar may be viewed here: [Arts Foundation's Webinar - 504 Self-Evaluation for Organizations](#)

26Q. Is a Final Report required?

- A. Yes, Grantees are required to submit a final report to the Arts Foundation by the date listed in the award agreement. The report signifies that Federal Funds were used in compliance with federal guidelines. Grantees who fail to complete a final report will not be eligible for future funding.