

ORDINANCE

2022-09-29-0719

**APPROVING THE DISTRIBUTION OF AMERICAN
RESCUE PLAN ACT (ARPA) FUNDS FOR THE ARTS, AND
AUTHORIZING CONTRACTS AND PAYMENTS.**

* * * * *

WHEREAS, on February 3, 2022, City Council allocated \$5 million in American Rescue Plan Act (ARPA) Funds to the Arts for recovery and resiliency due to the COVID-19 pandemic from which \$1 million was allocated for individual artists and \$4 million was allocated for nonprofit arts organizations; and

WHEREAS, the Department of Arts & Culture developed the ARPA 4 Arts Grant Program for the distribution of American Rescue Plan Act funds to the arts and the program and its implementation plan were approved by the San Antonio Arts Commission on May 6, 2022, City Council Community Health, Environment and Culture Committee on May 10, 2022, and City Council on June 2, 2022; and

WHEREAS, the application for the ARPA 4 Arts Grant Program was open from June 29, 2022 through July 29, 2022 and a total of 151 individual artist applications and 54 nonprofit arts organization applications were received and evaluated to ensure all established program eligibility criteria were met, resulting in the department's recommendation of the approval of 136 individual artists to receive a total of \$1M in recovery funds and 46 nonprofit arts organizations to receive a total of \$4M in recovery funds, which was approved by the San Antonio Arts Commission on September 13, 2022; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The award of ARPA 4 Arts funds in the amounts listed to the arts organizations set forth in Exhibit I are authorized and approved.

SECTION 2. The award of ARPA 4 Arts funds in the amounts listed to the individual artists set forth in Exhibit II are authorized and approved.


SECTION 3. The terms and conditions of the Agreement to Use Funds are authorized and approved for use in the award of ARPA 4 Arts funds and the City Manager or his designee is authorized to execute such agreements. A copy of the Agreement to Use Funds is attached to this Ordinance as Exhibit III. The City Attorney is authorized to make any changes to Exhibit III necessary to comply with federal rules and regulations.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject

to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise, it shall be effective ten days after its passage.


PASSED AND APPROVED this 29th day of September, 2022.


M A Y O R
Ron Nirenberg

ATTEST:


Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting September 29, 2022

4.

2022-09-29-0719

Ordinance approving the distribution of American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds for the Arts, and authorizing contracts and payments to nonprofit arts organizations totaling \$4,000,000 and to individual artists totaling \$1,000,000. [Lori Houston, Assistant City Manager; Krystal Jones, Director, Department of Arts & Culture]

Councilmember Viagran moved to approve. Councilmember Rocha Garcia seconded the motion The motion prevailed by the following vote:

Aye: Nirenberg, Bravo, McKeeRodriguez, Viagran, Rocha Garcia, Cabello Havrda, Sandoval, Pelaez, Courage

No: Perry

Absent: Castillo

EXHIBIT I

Department of Arts & Culture

ARPA 4 Arts Award Amounts

Art Agency	Total Award
Culturally Specific	
American Indians in Texas at the Colonial Missions	\$ 256,310
Anuja SA, Inc	29,056
Centro Cultural Aztlan	144,166
Conjunto Heritage Taller	41,725
Esperanza Peace and Justice Center	245,873
Guadalupe Cultural Arts Center	261,986
National Institute of Mexican American History of Civil Rights	46,305
San Anto Cultural Arts, Inc.	95,155
San Antonio African American Community Archive and Museum	81,722
Say Si	256,128
Urban-15 Group	122,197
Total Culturally Specific	\$ 1,580,623
Nonprofit Art Organizations	
Agarita Chamber Players	\$ 9,904
Alamo City Performing Arts Association, Inc	11,148
Artpace Inc.	111,405
Ballet San Antonio	111,559
Bihl Haus Arts Inc.	47,962
Cactus Pear Music Festival	24,186
Chamber Orchestra of San Antonio dba Classical Music Institute CMI	26,689
Children's Chorus of San Antonio	45,141
Contemporary Art for SA (Blue Star)	74,083
Crossmen Productions, Inc.	46,310
Dreams Fulfilled Through Music	6,990
Foundation for Cultural Arts in San Antonio dba Las Casas Foundation	38,146
Gemini Ink	56,110
Jump Start Performance	17,432
Luminaria	43,234
McNay Art Museum	120,805
Musical Bridges Around the World, Inc.	85,393
National Western Art Foundation (Briscoe)	148,534
San Antonio Chamber Choir	15,785
San Antonio Children's Museum (DoSeum)	201,186
San Antonio Choral Society	6,625
San Antonio Little Theater (The Public Theater of SA)	112,908
San Antonio Mastersingers	3,261
San Antonio Museum of Art	178,303
San Antonio Public Library Foundation Book Festival	51,114
SOLI Chamber Ensemble	16,300
The AM Project	3,626
The Classic Theater of San Antonio	38,419
The Magik Theater	150,591
The Network of Young Artists	10,004
The Opera of San Antonio	84,478
Tobin Center (Bexar Center for the Performing Arts)	113,447
Witte Museum	225,149
Woodlawn Theater	76,372
Youth Orchestra of San Antonio	106,778
Total Nonprofit Art Organizations	\$ 2,419,377
Total ARPA 4 Arts Award Amounts	\$ 4,000,000

EXHIBIT II

Department of Arts & Culture

ARPA 4 Arts Individual Artists

Aaron Ellington Prado
Abelina Diaz
Adria I Garza
Adrian Lee Conner
Albert Hernandez Delgado
Alejandro Rubio
Alvaro Salas
Amber Ortega
Amy Pikler
Andria Rose Saldana
Angelica Sanchez
Anna Marie De Luna
Anthony Giovanni Soriano
Anthony M. Flores
Antonio Serna
Araceli Martinez
Ariel Luna Anais
Ashley Nicole Mireles
Austin Prescott Zettner
Basilio Romo
Beau Anthony Rodriguez
Benjamin Frederick Crowley
Bonnie Ilza Cisneros
Bryan Matthew Parker
Cade Bradshaw
Carly A Garza
Catherine A. Lee
Christina M Jimenez
Christopher Adam Fonseca
Christopher Galaviz
Christopher Ramirez
Cody Freeman
Craig Sorgi
Cynthia Edith Frias
Daniel Rios Rodriguez
Dante Q. Montoya
Debra Nicole Torres
Devon Sibohan Mathews
Eduardo R. Vega
Elizabeth Klein Teplitsky
Elizabeth Rodriguez
Eric Siu
Ernest M Gonzales
Ethan Gonzalez

Francisco Leonel Leal
Gabriel Alatorre
Gabriela Magaly Cruz
Gabrielle Grodin
George Gaytan
George Mario DeLaRosa Garza
George Prado
Glen Andrews II
Grace Olivia Goen
Gustavo Rene Benavides
Hillary Yesenia Rodrigues
Holgen Gjoni
Holly Nanes
Isabel Ann Castro
Ismael Alatorre
Jacob J Castillo
Jake Ramirez
Jennifer Khoshbin
Jennifer Renee Alva
Jesse Flores Borrego
Jessica J Herrera
Jimmy LeFlore
John Ramos
Joseph Lee Hipp
Joseph W. Harjo
Juan Carlos Escobedo
Julie Bredeth Luker
Kaldric Dow
Karen Garanzuay
Karen R Stiles
Karen Sue Smith
Kaynisha Johnson
Keli Rose Cabunoc
Kenneth Eberhard Freudigman
Kevin Diaz de Leon
Kevin McGregor Salfen
King-Edqux Robinson
Kristina Villegas
Kristopher McKay
Kyara Foster
Liliana Barrios Contreras
Lindsey Elizabeth Ayres
Lorenzo Hall
Luis L Lopez
Luis M. Rodriguez
Luke Bonecutter
Manuel Roberto Orduna

María Carmela Muguerza
MARIJA SOKOVIC
Marina Arriola
Marisela Barrera
Mark Teplitsky
Martin Charles Rodriguez
Michael Cirlos
Michael Martin Ryan
Monica Celeste Gonzalez
Monique Garza
Morton Williams Baird III
Nathan Jon Felix
Nicholas Holstein
Nicholas J Monroe
Noel Cavazos Gamez
Patricia Ortiz
Patrick G Pena
Paul Ng Ward
Rachel Ferris
Raeann Michelle Alcorta
Ramin Samandari
Raul Rene Gonzalez
Regino Lopez
Ricardo Ramirez
Richard Joseph Lara
Robert Mata
Roger S. Hernandez
Rosalinda Champion
Rudolf Harst
Rudy Marco Herrera
Russel Lopez
Ruth Marlisa Guajardo
Satara Angela Richardson Askew Jr
Shawn Oliver Harold Ervin
Stephanie Diaz
Steven Bernard Zeserman
Suzanne Gonzalez
Tamara Adira Say
Thomas D Huckaby
Twyla Jeanne Arthur
Valerie Vargas
Venessa Marie Villarreal
Wayne Erwin-Kazunori Cole
Xelena Gonzalez
Zlatan Redzic

LB
09/29/22
Item No. 4

EXHIBIT III

**AGREEMENT TO USE FUNDS
of the City of San Antonio**

THIS AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager and _____ ("Grantee") (collectively the "Parties");

WITNESSETH:

WHEREAS, on September 29, 2022, City Council approved the American Rescue Plan Act Recovery Funding, pursuant to Ordinance No. 2022-09-22-____, and authorized \$5 million for the arts utilizing federal ARPA funds, using the ARPA Final Rule categories of impacted households and impacted industries, which aids industries in the travel, tourism, and hospitality sector with employment losses of more than 8%; and

WHEREAS, , the Department of Arts & Culture managed the application process for the ARPA 4 Arts Grant Program ("Program"), which provides funding for nonprofit arts organizations to help them thrive beyond the pandemic, and a copy of the Program is attached and incorporated into this Agreement as Exhibit I; and

WHEREAS, the Department of Arts & Culture is designated as the managing City department for the Program; and

WHEREAS, Grantee submitted an application and was awarded _____ in Grant funding;

NOW THEREFORE:

For and in consideration of the following mutual promises and obligations, the Parties agree as follows:

1. In consideration of the payment of the sum of not to exceed _____ to Grantee by City, Grantee agrees to oversee and account for Program funding in a manner satisfactory to City and Federal Government.
2. Grantee will be required to complete follow-up surveys after grants are awarded through December 31, 2026, the date by which all expenditures must be made, along with a final report that must be submitted to City no later than the sooner of 30 days following the expenditure of all funds provided under this Agreement or December 31, 2026. The Department of Arts & Culture will continue to manage the entire process from distribution of funds, to collection of surveys, and final reports of grant funding usage.

Data collected through surveys include, but are not limited to:

- Plans for grant funding, including how much is allocated for each expenditure category and when funding will be spent
 - Any successes, including resiliency of organization and creation of new artworks, as result of funding
 - Any staff, artists or contractors supported as result of funding
3. Grantee agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials ("records") pertaining to the funding provided under this Agreement and shall retain such records until at least four years from the date of termination of this Agreement. Such records shall be made available to City within three days of a written request by City. Grantee acknowledges that City may share such records with the federal government and/or auditors working on behalf of City or the federal government.
 4. Grantee shall notify City, immediately, in the event Grantee receives any requests for Program information

from a third party, which pertain to the records. Grantee understands and agrees that City will process and handle all such requests.

5. Grantee understands that the funds provided through the Program are Federal funds provided under the American Rescue Plan Act (ARPA) Federal Funding and will comply with all rules, regulations, policies and procedures applicable to these Federal funds. All applicable Program payments are subject to the Single Audit Act (31 U.S.C. §§7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §200.303 regarding internal controls, 2 C.F.R. §§200.303 through 200.332 regarding subrecipient monitoring and management, and Subpart F regarding audit requirements. Grantee shall comply with any such applicable requirements.
6. This Agreement will commence immediately upon execution and terminate upon completion or December 30, 2026, whichever is sooner.
7. This Agreement is not assignable and funding is contingent upon Grantee's compliance with all Program requirements set forth in this Agreement, Exhibit I and Grantee's application, a copy of which is incorporated by reference as if attached to this Agreement in full.
8. Grantee will comply with all Program requirements found in Exhibit I, Grantee's application and this Agreement and accepts administrative and fiscal responsibility for the use of Program funds and the provision of all necessary Program documentation and reporting.
9. Grantee shall establish and use generally accepted accounting principles and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and the abuse of Program funds. City may terminate this Agreement and require the return of any awarded funds within ten days of written notice, should Grantee violate this provision or should Grantee or any employee or agent of Grantee engage in any such precluded activity.
10. Grantee costs or losses reimbursed under this Agreement may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.
11. Grantee shall not use funds awarded under this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Director of the Department of Arts & Culture.
12. Grantee agrees to use its best professional efforts to achieve the Program Goals of returning to making art available to the public and hiring/rehiring staff and artists as independent contractors.
13. Within ten days of written request by City, Grantee shall refund to City any sum of money paid by City to Grantee later determined to:
 - A. Have resulted in overpayment to Grantee, to include funds awarded based on incorrect or fraudulent information provided by Grantee; or
 - B. Not be supported by adequate documentation to fully justify the award of such funds.
14. Grantee further represents and warrants that:
 - A. All records provided to City in connection with the Program are and shall be complete and accurate as of the date shown on such records and that since such date, such records have not undergone any significant change without written notice to City; and

- B. None of the Program requirements or provisions of this Agreement contravene or, in any way, conflict with the authority under which Grantee is doing business or with the provisions of any existing agreement of Grantee.

15. In no event shall City be liable for any expense of Grantee not eligible or allowable under the Program or funded through this Agreement.

16. **INDEMNITY**

GRANTEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage made upon CITY directly or indirectly arising out of, resulting from or related to GRANTEE'S application for Program funds, activities under this AGREEMENT and the expenditure of such funds, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, consultant or subcontractor of GRANTEE, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT GRANTEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee shall advise City in writing within 24 hours of any claim or demand against City or Grantee known to Grantee related to or arising out of Grantee's application for Program funds, activities under this Agreement and expenditure of such funds.

Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Grantee in fulfilling its obligation to defend and indemnify City, unless such right is expressly waived by City in writing. Grantee shall retain City-approved defense counsel within seven business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Grantee fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Grantee shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified under this Agreement by any employee of Grantee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Grantee or any subcontractor under worker's compensation or other employee benefit acts.

17. Grantee will comply with all relevant state, federal laws, regulations, and guidelines, including those concerning non-discrimination.
18. City, the State or Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
19. Non-Discrimination. As a Party to this Agreement, Grantee understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established in this Agreement. Grantee will comply with all relevant state, federal laws, regulations, and guidelines, including those concerning non-discrimination.
20. It is the policy of the City of San Antonio to provide a work environment to all employees and applicants free of **employment discrimination, harassment and sexual harassment**. In addition, any behavior, regardless of intent or severity, that could be deemed inappropriate workplace behavior, but may not legally constitute **employment discrimination, harassment, or sexual harassment**, is prohibited. **Harassment** and **sexual harassment** are forms of discrimination that violate Title VII of the Civil Rights Act of 1964, (as amended), the Civil Rights Act of 1991, the American with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and related State of Texas statutes. Retaliation against employees for opposing alleged **employment discrimination, harassment, or sexual harassment** or for filing a charge, testifying, assisting, or participating in any manner in an Equal Employment Opportunity (EEO) investigation, proceeding, or hearing is prohibited. Grantee shall comply with this policy in all interactions with Grantee's employees and subcontractors, artists, and volunteers if any, under this Agreement.
21. Grantee certifies that:
 - Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program; and
 - Grantee shall provide immediate written notice to City if, at any time during the term of this Agreement, Grantee learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that Grantee knowingly rendered an erroneous certification, in addition to remedies available to City, the State or Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

22. Grantee agrees to abide by the City's Ethics Code, including any amendments or revisions. Grantee will establish safeguards to prohibit anyone whose position is funded or partially funded through the Program from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family business or other ties. City, may, at its option, terminate this Agreement and cancel the grant awarded through the Program and/or require the refund of any Program funds provided for any violation of this provision.
23. Grantee covenants and agrees that Grantee is not an officer, agent, servant or employee of City; that Grantee shall have exclusive control of, and exclusive right to control, the requirements of the Program and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Grantee, its officers, agents, employees, contractors, subcontractors and consultants; and nothing shall be construed as creating the relationship of employer-employee, principal-

agent, partners or joint ventures or any other similar such relationship between City and Grantee. City shall not be liable for any claims which may be asserted by any third party occurring in connection with any services to be performed by Grantee and that Grantee has no authority to bind City.

24. For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

Diana Hidalgo
Assistant Director
Department of Arts and Culture
P.O. Box 839966
San Antonio, Texas 78283-3966

GRANTEE:

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

25. If any provision of this Agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the Parties.
26. Amendments. Any amendments to this Agreement must be made in writing, and agreed to and executed by Grantee and City.
27. The signer of this Agreement for Grantee represents, warrants, assures and guarantees that the he or she has full legal authority to execute this Agreement on behalf of Grantee and to bind Grantee to all of its terms, conditions, provisions and obligations.
28. **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**
29. This Agreement is effective upon execution and terminates the sooner of the completion of all its terms or December 31, 2026.
30. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

Signatures on following page

IN WITNESS OF WHICH this Agreement is executed on the ____ day of _____, 2022.

CITY OF SAN ANTONIO

GRANTEE

Krystal Jones
Executive Director
Department of Arts & Culture
City of San Antonio

Executive Director

Approved as to Form:

City Attorney

Attachment: Exhibit I: ARPA 4 Arts Program Outline



Background

The COVID-19 pandemic immediately devastated San Antonio's creative economy, causing organizations and businesses that house artistic programming to shutter their doors, cancel performances and exhibitions, cut budgets, and reduce personnel. This ultimately impacted individual artists, who lost jobs and gigs due to these cancellations, budget cuts, and closures. San Antonio's creative economy job loss during the pandemic was 18%.

On February 3, 2022, City Council allocated \$5 million in American Rescue Plan Act (ARPA) funds to the arts. Using the ARPA Final Rule categories of impacted households and impacted industries, which aids industries in the travel, tourism, and hospitality sector and employment losses of more than 8%, the Department of Arts & Culture will manage an ARPA 4 Arts Grant Program for individual artists and nonprofit arts organizations to help them thrive beyond the pandemic.

Grant Eligibility

Applicants must meet the following criteria to be eligible for the ARPA 4 Arts Grant Program.

Individual Artists:

- Gig workers and independent contractors.
- Limited to artists who live in the San Antonio city limits.
- Must be a professional artist that derives a portion of their income from independent contractor artistic activity as of May 31, 2019.
- Must be a professional artist that has a portfolio which includes published or publicly displayed works.

Nonprofit Arts Organizations:

- San Antonio Based IRS recognized 501(c)3 tax-exempt nonprofit in "good status" as a nonprofit corporation and up to date with IRS 990 filings.
 - The Department will validate whether the organization has a current, valid 501(c)3 status with the Texas Secretary of State (SOS). Through this validation, the Department will determine whether the nonprofit is listed as inactive or has not renewed its documentation with the SOS or whether they have forfeited, voluntarily or involuntarily dissolved, or terminated their existence.
- Must have been in existence and actively producing programs that are open to the public in the City of San Antonio for a minimum of three years. Membership only organizations are not eligible.
 - The Department will use articles of incorporation and IRS 990s to ensure the agency was established prior to May 31, 2019.
 - A Review panel will check website for mission and public programming.
- Must be an arts and cultural business whose mission and actual operations (as articulated within its mission statement) is primarily the creation, education, preservation, presentation of arts or cultural programming; and be the primary presenter / producer of the work and responsible for all aspects of its provision to the community. Applicants are not allowed to be fiscal sponsors.

- The Department will use articles of incorporation to ensure that nonprofit was established with the primary purposes listed above.
- The Department will verify that the actual operations of the nonprofit fit within the arts and culture mission and that the nonprofit is the primary presenter / producer.
- The Department will review the nonprofit's mission on GuideStar and their website to ensure that they match and provide this information to the Review Panel.
- A review panel will determine if a nonprofit qualifies as Culturally Specific.
- Must have at least one paid staff person who will be designated as administrator of the grant funds.
 - The Department will check this through IRS 990.

Grant Awards

Individual Artists:

- The total amount allocated for individual artists is \$1,000,000.
- Grants will be awarded in the amount of up to \$7,500 per artist.

Nonprofit Arts Organizations:

- The total amount allocated for nonprofit arts organizations is \$4,000,000.
- ARPA 4 Arts Grant Program allocations will be distributed to eligible nonprofit arts small businesses based on the funding scale outlined in the Evaluation & Award Process Section.

Plan Components

COVID-19 Impact	Programs / Strategies	Equitable Outcomes	Performance Indicators	Amount
<ul style="list-style-type: none"> • Arts nonprofits & artists were disproportionately impacted by COVID-19 • The Arts experienced financial hardships from revenue losses • 18% decrease in employment • 16% decrease in creative economy 	<ul style="list-style-type: none"> • Develop grant program for arts nonprofits & artists • Support nonprofits' operational costs, strategic planning & COVID-19 mitigation • Support artists' housing/living expenses, professional development, & artistic career 	<ul style="list-style-type: none"> • Disproportionally impacted communities prioritized in funding policy • Arts agencies & artists thrive beyond the pandemic • Residents & visitors connected & engaged with local artists & arts programming • San Antonio's reputation as a top arts & tourist destination reinforced 	<ul style="list-style-type: none"> • At least 133 artists will receive grants • At least 40 nonprofit arts organizations will receive grants • 100% of grant funding will be disbursed by December 2024 & spent by December 2026 • 75% of nonprofits receiving grants are more financially resilient as a result 	\$5M (\$4M for Arts Nonprofits; \$1M for Artist)

			<ul style="list-style-type: none"> 50% of artists receiving grants created new works and performances 	
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Evaluation and Award Process

The Department will utilize the [SanAntonioGoSmart](#) grant platform to administer the ARPA 4 Arts grant opportunities for nonprofit arts organization and individual artists. All completed applications will be reviewed for eligibility. Each application will be reviewed and deemed eligible or ineligible by a Review Panel which could include the San Antonio Arts Commission (SAAC), SAAC Committees, Department of Arts & Culture staff, and industry experts. Once eligibility is determined, eligible applicants will be awarded funding based on the criteria outlined below.

Individual Artists:

Equitable Points System	
Category	Eligibility Requirement or Points
San Antonio Resident	Eligibility Requirement
TIN or SSN	Eligibility Requirement
1040 filed	Eligibility Requirement
Statement of work as an independent professional artist. To Qualify - Must meet the following criteria:	Eligibility Requirement
<ul style="list-style-type: none"> At least three years of relevant work experience, or has received specialized training in your artistic field, such as a degree or certification Derives a portion of individual earned income from your artistic practice or areas related to their field or demonstrates a clear investment of time and resources into the creation of new works. Has a professional portfolio that includes published or publicly displayed works. 	
Annual Income Range	Up to 30 points
% Income from Artistic Activity	Up to 30 points
Equity Atlas Score	Up to 10 points
Diversity, Equity & Inclusion (Gender, LGBTQIA+, Racial/Ethnic Classification)	Up to 15 points
Veteran	5 points
Disabled	5 points
Did not receive SA CARES 4 Art Grant	5 points

1. The top scoring artists will receive a grant up to \$7,500. All artist grants may be reduced at the same rate in the event a tie places more than 133 artists in the top scoring applications or if there is insufficient funding to provide \$7,500 grants. If all funding is not allocated in the first grant cycle, the Department may open the application for an additional grant cycle.
2. All artist grant recipients will receive a one-time distribution of funding and must agree to follow the requirements outlined in the Grant Reporting Requirements Section.

Nonprofit Arts Organizations:

Nonprofit Arts Business Size ¹

Budget	Range	Max Award *
\$ 50,000	to \$ 200,000	12.0%
\$ 200,001	to \$ 500,000	11.0%
\$ 500,001	to \$800,000	10.0%
\$ 800,001	to \$1,000,000	9.0%
\$ 1,000,001	to \$2,000,000	8.0%
\$ 2,000,001	to \$3,000,000	7.0%
\$ 3,000,001	to \$6,000,000	4.0%
\$ 6,000,001	to \$ 8,000,000	3.0%
\$ 8,000,001	to \$15,000,000	2.0%
Over \$15,000,000		Not eligible

**In keeping with the City's Cultural Equity Policy, Culturally Specific nonprofit arts businesses' max award percentage will be increased by an additional 20% of the qualifying organizations' average operating expense included in the original application up to a maximum of \$150,000.*

1. **Nonprofit Arts Organization Size** will be based on average of the last three years of IRS 990s in GuideStar at <https://www.guidestar.org/search> at the time of application (Line 18 - expenditures).
2. **Culturally Specific Nonprofit Arts Organizations** are defined as organizations whose specific mission as posted in GuideStar and verified on their website that their actual programming has a specific focus to promote, preserve and enhance the identity and character of one of the following specific cultures:
 - a. Women
 - b. *African Americans*: Persons with origins in any of the black racial groups of Africa.
 - c. *Hispanic-Americans/Latinx*: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central or South American origin.
 - d. *Asian Americans*: Persons having origins in any of the original peoples of the Far East, Middle East, Southeast Asia, Indian subcontinent or Pacific Islands and any other region of the Asian continent.
 - e. *Native Americans*: Persons having origin in a recognized Native American Tribe.

**Culturally Specific nonprofits are not designated based on their audiences, customers, and clientele. To qualify as a Culturally Specific nonprofit arts business, the leadership (Executive Director and Board Chair) of the Culturally Specific nonprofit business must demographically represent the specific culture identified.*

3. Nonprofit arts organizations that do not have a current grant from the City will be treated as "new" and funding will be limited to one half of the funding in the scale in which they qualify.
4. If amount of funding is insufficient to meet amounts listed above, all arts nonprofit grants will be reduced at the same rate. However, if additional funding is made available subsequent to the initial award, nonprofits may receive additional funds.

5. All nonprofit grant recipients will receive a one-time distribution of funding and must:
 - f. Submit an expenditure plan which includes categories, amounts and a timeline for expenditures upon contract initiation.
 - g. Follow the requirements outlined in the Grant Reporting Requirements Section.

Eligible Uses of Funds

In accordance with U.S. Department of the Treasury's guidance, eligible uses of funding for the ARPA 4 Arts Grant Program include:

Nonprofits:

- Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations, and maintenance of existing equipment and facilities
- Technical assistance, counseling, or other services to support business planning
- COVID-19 mitigation and infection prevention measures

Individual Artists:

- Housing/Living Expenses
- Professional development, including training and classes
- Support of artistic career, including equipment, materials, rent and rental fees, studio spaces, and collaborating artist fees

Grant Reporting Requirements

Grant recipients must keep detailed records of receipts for expenditure of grant funds, and staff and payroll records. Grant recipients are required to comply with all grant requirements and maintain all records in accordance with City, State & Federal Regulations and Guidelines.

Artist grant recipients will be required to complete follow-up surveys and submit a final report within one year of receiving the grant. Nonprofit grant recipients will be required to complete follow-up surveys after grants are awarded through December 2026, the date by which all expenditures must be made, or when all expenditures using grant funding are made, whichever comes first. Nonprofit grant recipients will be required to submit a final report once all expenditures using grant funding are made.

Data collected through surveys include, but are not limited to:

- Plans for grant funding, including how much is allocated for each expenditure category and when funding will be spent
- How grant was used and how much was used in each expenditure category
- Any successes, including resiliency of organization and creation of new artworks, as a result of funding
- Any staff, artists or contractors supported as a result of funding

Program Timeline

Grants for both individual artists and nonprofit arts organizations will be run on the same timeline.

- | | |
|-------------------|--|
| • June 29, 2022: | Application open period |
| • July 27, 2022: | Deadline for questions pertaining to the application |
| • July 29, 2022: | Application closes |
| • August 2022: | Review period and selection |
| • September 2022: | San Antonio Arts Commission approves funding allocations |
| • September 2022: | City Council approves funding allocations |

- September 2022: Award notification period begins
- September – October 2022: Contract initiation and funds disbursement begins
- October 2022 – December 2026: Contract monitoring and surveys/final report collection

Restrictions on Communication

In accordance with §2-61 of the City Code, interested applicants are prohibited from communication regarding the ARPA 4 Arts Request for Applications (RFA) with City Officials, Employees, and members of the San Antonio Arts Commission from June 29, 2022, until the date proposed awards are approved by City Council. Exceptions to this restriction are outlined below in the Available Help Section.

Available Help

Questions from Applicants may be submitted to the ArtsFunding@SanAntonio.gov by email no later than 5 p.m. on July 27, 2022. We will respond to questions within two business days and Frequently Asked Questions with responses will be posted on the Grant page of the Department of Arts & Culture's website at <https://SanAntonio.gov/ArtGrants>.

LB
09/29/22
Item No. 4

EXHIBIT I

LB
09/29/22
Item No. 4

EXHIBIT II

EXHIBIT III