



City of Palo Alto

City Council Staff Report

(ID # 5855)

Report Type: Consent Calendar

Meeting Date: 6/15/2015

Summary Title: Grants and Contribution to the Art Center and Children's Theatre

Title: Approval of a \$9,500 Grant From Silicon Valley Creates, a \$9,600 Grant From the National Endowment for the Arts, a \$45,000 Contribution From the Friends of Palo Alto Children's Theatre and Adoption of a Related Budget Amendment Ordinance to the General Fund in the Amount of \$64,100

From: City Manager

Lead Department: Community Services

Recommendation

Staff recommends that Council Authorize

1. Approval of a \$9,500 grant from Silicon Valley Creates towards the exhibition program of the Palo Alto Art Center.
2. Approval of a \$9,600 grant from the National Endowment for the Arts towards The Big Read program of the Children's Theatre.
3. Approval of a \$45,000 contribution from the Friends of the Palo Alto Children's Theatre towards performing arts education.
4. Adoption of a Budget Amendment Ordinance recognizing \$64,100 in additional revenue and appropriating \$64,100 in the Community Services Department General Fund budget.

Executive Summary

The Arts & Sciences Division of the Community Services Department has been awarded two grants and a cash contribution from three separate organizations. Silicon Valley Creates awarded the Palo Alto Art Center a \$9,500 general grant which the Art Center is using for operation expenses of art exhibitions. The National Endowment for the Arts (NEA) awarded the Children's Theatre a \$9,600 grant for literary outreach through a Big Read program. In addition to the two grants, the Friends of Palo Alto Children's Theatre (FOPACT) provided a \$45,000 cash contribution to the City of Palo Alto to support performing arts education by funding contractors for teaching, directing, designing, and choreography.

Background

The Community Services Department's Arts & Sciences Division provides arts education through various programs including visual arts, performing arts, music, and dance. Both the Palo Alto Art Center and the Palo Alto Children's Theatre have been past recipients of grants from Silicon Valley Creates and the NEA, respectively. In FY 2015, the two grants have once again been awarded from these organizations to further the mission of the Arts & Sciences Division. In addition to the grants, a cash contribution was made to the City of Palo Alto's Children's Theatre from its non-profit support organization, FOPACT.

Discussion

With the funding from Silicon Valley Creates, the NEA, and FOPACT, the Art Center and Children's Theatre are applying the funds towards the following:

For FY 2015, the \$9,500 general grant from Silicon Valley Creates supports operating costs of art exhibitions at the Art Center. The grant funds are being used to purchase installation equipment and tool upgrades, for shipping expenses of artwork, and to purchase visitor barriers to ensure preservation of art pieces on loan to the City. The mission statement of Silicon Valley Creates reads, "Igniting investment and engagement in arts and creativity in Silicon Valley" and they have supported the Art Center for numerous consecutive years.

With the \$9,600 Big Read grant from the NEA, the Children's Theatre will further its goals of encouraging reading among lapsed and reluctant audiences, invoking responses to literary content, and participation in book discussions. The novel selected for this year is *When the Emperor was Devine* by Julie Otsuka, a novel about a Japanese-American family incarcerated during World War II. The audiences for this Big Read are local high school students and community members participating in book discussions. This is the fourth time the Children's Theatre has been a recipient of an NEA Big Read grant.

The \$45,000 cash contribution from FOPACT to the Children's Theatre is being applied towards arts education through the hiring of contracted teaching artists, show directors, choreographers, and designers for theatre show productions. Annually, FOPACT has provided a cash contribution through their partnership with Children's Theatre and the City.

Resource Impact

The Silicon Valley Creates grant is a general grant without a matching requirement and has no financial impact to the City. The NEA Big Read grant does require the City to match grant expenditures which is being met with existing staff time. The contribution from FOPACT is a supplement to City funds provided to the Children's Theatre to continue offering quality arts education. As a contribution to augment the theatre budget, there is no financial impact to the City.

Attachments:

- Attachment A - SVCCreates FY 2015 - \$9,500 Grant (PDF)
- Attachment B - NEA Big Read FY 2015 - \$9,600 Grant (PDF)
- Attachment C - FOPACT FY 2015 - \$45,000 Contribution (PDF)

- Attachment D - BAO for CSD Grants and Contributions (DOCX)

July 25, 2014

Karen Kienzle
Palo Alto Art Center
1313 Newell Rd.
Palo Alto, CA 94303

Dear Karen,

Silicon Valley Creates is pleased to present Palo Alto Art Center with a 2014 Local Arts grant (Access) of \$9,500 for general operating support. The term of the grant is 6/1/14 – 4/30/15.

This award has been assigned the Grant Number LAGAcc-2014-2243. Please use this number in correspondence and reports concerning this grant.


Please contact us if there are significant changes in the purpose of the grant, use of grant funds, or personnel who are important to accomplishing the purposes of the grant.

The final report for this grant is due on 5/1/15. The report form will be posted on the LAG page of our website in Fall 2014. If you apply for LAG funding again next year, you will attach the final report to your online application. Please contact us if you need to arrange an extension of the final report due date.

If you would like to acknowledge this grant in your online and printed materials, you can download a copy of our "powered by Silicon Valley Creates" logo here: http://www.svcreates.org/page/press_kit

We extend to you our congratulations and best wishes for a successful year. We look forward to staying connected with you and supporting the sustainability of your organization over the course of the year. Please do not hesitate to contact if you have any questions.

Please make a copy of the award letter for your files and return the original countersigned letter to the Silicon Valley Creates office. On receipt of this signed letter, your award check will be sent in the fall.

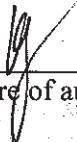


Connie Martinez, Chief Executive Officer

7/25/14

Date

Read and Agreed to By:



Signature of authorized organization representative

8/4/14

Date

Printed Name/Title



2908 Hennepin Avenue, #200
Minneapolis, MN 55408-1954
612.341.0755
www.artsmidwest.org

Grant Agreement

FY15 - 244112

This Agreement, dated April 15, 2014, by and between Arts Midwest on behalf of the National Endowment for the Arts and

Palo Alto Children's Theatre
1305 Middlefield Road, 1321 Marshall St. Apt. 504
Palo Alto, CA 94301-3349

herein referred to as GRANTEE, outlines the following organizational and project terms that must be met in order to receive funding from Arts Midwest.

The program

The Big Read is a program of the National Endowment for the Arts in partnership with Arts Midwest designed to revitalize the role of literature in American culture and to encourage citizens to read for pleasure and enlightenment.

The Big Read team at Arts Midwest will serve as your contacts for all questions regarding the program and this Grant Agreement. The team can be reached at 612.238.8010 or thebigread@artsmidwest.org.

Grant award stipulations

Grant award

Support for GRANTEE from Arts Midwest, on behalf of the National Endowment for the Arts, is \$9,600.

This award must be used towards the expenses incurred as part of your Big Read programming. These expenses may include artist fees; book purchases; staff salaries and benefits; and other expenses. *Unallowable expenses include meals, fundraising, hospitality activities, concessions, gifts for participants, or costs incurred prior to receipt of an executed copy of this Grant Agreement or after July 31, 2015.*

These funds derive from the National Endowment for the Arts: CFDA (Catalog of Federal Domestic Assistance) #45.024 distributed through Arts Midwest. This grant must be indicated as federal funds with GRANTEE's records.

- The award must be matched on a 1 to 1 basis with nonfederal funds.
- In order to receive the full grant, GRANTEE's total expenses as shown on your final report budget must be at least \$19,200 or greater.
- There can be no overlapping expenses between this grant and a grant received directly from the National Endowment for the Arts.

GRANTEE is expected to carry out a project that is consistent with the proposal that was approved for funding by Arts Midwest and the National Endowment for the Arts. If major changes in the programming or more than a 20% adjustment in total project costs are believed to be necessary, GRANTEE must send a written request, with justification, to Arts Midwest prior to the expenditure of grant funds. Approval is not guaranteed.

Arts Midwest will disburse this grant in two installments by check to GRANTEE as follows:

- Initial payment of \$7,680. will be sent to arrive on or about the date of the first event as indicated on GRANTEE's Event Listing (see Program event listing).
- Final payment of \$1,920. will be sent four to six weeks following the receipt of a complete final report (see Reporting).

Independent contractor

It is understood that this Agreement does not constitute a partnership or joint venture between Arts Midwest and GRANTEE, and that GRANTEE's status is solely that of an independent contractor. GRANTEE shall be solely responsible for the performance of its contracts including, without limitation, the payment of all costs, expenses, and damages that may arise from said contracts.

Funding default "force majeure"

This Agreement may be terminated by Arts Midwest in the event that funding from the National Endowment for the Arts is not forthcoming, or by reason of an Act of God, force majeure, or any unforeseen occurrence which renders the fulfillment of this agreement by either party impossible. Under such circumstances, neither party shall be liable to the other for payment of damages.

Program requirements

As a participant in The Big Read, GRANTEE agrees to conduct the following Big Read activities:

- Develop and produce a well-planned, well-attended, community-wide read with widespread involvement and participation. Your literary programming should feature innovative, diverse activities, and plans to connect to the chosen book or poet. The ideal Big Read lasts approximately one month and must occur between September 1, 2014 and June 30, 2015. A successful Big Read will be held in a variety of venues and, through effective partnerships, reach a broad audience. The number of activities planned should correlate with your community population. Activities should include:
 - a kick-off event to launch the program locally;
 - a minimum of 10 discussions on the book or poet in varied locations, including libraries, bookstores, and museums, that attract diverse audiences;
 - at least one keynote session on the selected book or poet (e.g., lecture by key biographer, panel discussion, or author reading); and
 - a minimum of two special events involving other forms of artistic programming (e.g., art exhibits related to the themes of the book or poet, music or dance events, film series including adaptations of the book, or theatrical readings).
- Partner with a library (if GRANTEE itself is not a library). Other collaborating organizations might include middle and/or high schools (working with teachers, curriculum specialists, or school librarians), bookstores, museums, arts organizations, local businesses, community service organizations, community centers, youth groups, senior centers, correctional institutions, community colleges, universities, social service organizations, and military installations.
- Generate media involvement through partnerships with local TV, radio, print, and electronic media, and through other public relations efforts.
- Use and distribute the digital educational and promotional materials.
- Host visiting representatives from The Big Read staff and/or sponsors. While not all organizations will be visited by The Big Read staff, we appreciate your willingness to share your activities.

In addition, GRANTEE is strongly encouraged to participate in online orientation activities.

Crediting and publicity

The National Endowment for the Arts, Arts Midwest, and participating community organizations will work together cohesively to ensure maximum positive promotion of The Big Read. As a participant in The Big Read, GRANTEE must comply with crediting requirements, including the usage of the credit line and logo in all print and digital materials as well as proper display of The Big Read banners and promotional items.

GRANTEE will be required to include a sampling of printed materials and digital communications with your final report.

Failure to meet these credit requirements will jeopardize GRANTEE's future funding from Arts Midwest.

Standards Manual

Proper crediting of The Big Read is an essential part of your grant. All credit requirements are set forth in the Standards Manual, which is included and therefore made part of this Agreement. Please ensure proper crediting and visibility for the benefit of both GRANTEE and this national program.

Public relations and media embargo

GRANTEE's outreach efforts to local media, including print, television, and radio outlets, are very important to the success of The Big Read.

The National Endowment for the Arts will issue a national news release on May 13, 2014 announcing the selected grantees. This will be distributed to the national wire services (e.g., Associated Press), statewide newspapers, and trade publications (e.g., Publisher's Weekly).

The National Endowment for the Arts created a sample news release for use in publicizing GRANTEE's participation in The Big Read. This news release should be customized to accommodate your local organization and distributed to your local media. The news release can be downloaded from www.neabigread.org, in the Grantee Dashboard (see Website). You are encouraged to issue your own news release on or after May 13, 2014.

The Organizer's Guide contains a section on planning and executing your PR strategy. The NEA also created a PR toolkit, which is available online at www.neabigread.org in the Grantee Dashboard, Resources – Media and Public Relations tab. This toolkit contains sample press releases, talking points, frequently asked questions, and other public relations tools, along with tips on working with print, radio, and television media.

Website - www.neabigread.org

Arts Midwest has developed a website that provides context on The Big Read program and enhances the public's knowledge and understanding of the program, the books and poetry, the authors, and the participating community organizations. The website is promoted by Arts Midwest and the National Endowment for the Arts.

All documents needed to manage your award, including the Standards Manual and eGrant final report, are available in the Grantee Dashboard (www.neabigread.org/login) linked in the header of the website.

Educational materials

Note: The Big Read educational materials are not provided in print.

The Big Read educational materials are accessible on www.neabigread.org/books.

Educational materials are not for re-sale under any circumstances.

Reader's Guides

Reader's Guides contain an introduction to the featured book or poet, historical context, background on the writer, information about related works, and discussion questions.

Text content from The Big Read Reader's Guides by The Big Read is licensed under a Creative Commons Attribution-NonCommercial-NoDerivs 4.0 International License. Note: For legal reasons photos used in the Reader's Guides are prohibited from duplication without permission.

Teacher's Guides

Teacher's Guides contain lesson plans on the featured book or poet, and other teacher resources for high schools or middle schools that can be used in the classroom and/or by the school library media specialist.

Text content from The Big Read Teacher's Guides by The Big Read is licensed under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License.

Audio Guides

Audio Guides (available to stream from www.neabigread.org and via iTunes) are 20 to 30-minute programs about the book or poet featuring interviews with and readings by notable literary and public figures.

The Big Read Audio Guides are licensed under a Creative Commons Attribution-NonCommercial-NoDerivs 4.0 International License. Note: For legal reasons, Audio Guides are prohibited from duplication without permission. The Audio Guides may be used for radio broadcast, classroom, and individual uses.

Promotional materials

The following Big Read promotional materials are provided to GRANTEE.

Banners

To widely promote The Big Read, GRANTEE will receive three 2.5' x 6.5' The Big Read banners (two horizontal banners and one vertical banner) featuring the initiative logo for on-site event promotion. GRANTEE shall hang these banners in visible locations of your choice before and during your community read activities.

Bookmarks

GRANTEE will receive 8.5" x 1.125" bookmarks featuring The Big Read logo and the website address.

Optional promotional tools

In addition to these materials, we also provide The Big Read logo block and credit line for GRANTEE's use in creating your own promotional and marketing materials. The Big Read logo block and the credit line are available to be included on advertisements, posters, flyers, postcards, or other promotional items of your design. These materials are available for download in the Grantee Dashboard on the website.

Reporting

Program event listing

GRANTEE's event listing is essential to providing Arts Midwest, the National Endowment for the Arts, and the public with detailed information concerning your project's activities; to encourage participation at your activities; to promote The Big Read; and to report to the National Endowment for the Arts.

GRANTEE shall use the Grantee Dashboard to manage their events as part of this program. Using the Submit for Review tab in the Grantee Dashboard, GRANTEE is required to submit their events to Arts Midwest according to the following schedule:

- **By July 11, 2014**, submit a preliminary event listing. Indicate which events are confirmed and which are tentative. Only events marked as confirmed and public are displayed on www.neabigread.org.
- **30 days prior to your first Big Read activity**, submit an updated event listing. Indicate which events are confirmed and which, if any, are tentative. Your initial payment will be generated after receipt of this event listing by Arts Midwest.
- **Within 30 days of the completion of your activities**, submit a final event listing with complete attendance figures as described in the final report (see Final report). Your final grant payment will be generated after receipt of this submission along with your final report.

If GRANTEE's programming beginning or ending dates change, GRANTEE must notify Arts Midwest immediately via telephone or email so grant payments will not be delayed.

Final report

The final report enables us to compile and forward comprehensive information to the National Endowment for the Arts regarding The Big Read.

GRANTEE is obligated to submit a final report to Arts Midwest **within 30 days following the conclusion of your programming**. Sample final report materials are available on The Big Read website in the Grantee Dashboard. Please review the final report requirements prior to beginning your Big Read activities so you can properly document them throughout the process.

The final report consists of the following:

- **eGrant component** (submit online via <http://artsmidwestbigread.egrant.net>)
 - Program summary data, partnerships data, final budget, and final narrative.
 - Three examples of crediting/promotional materials, three examples of media materials, up to 10 images (highly recommended, not required).
- **Grantee Dashboard component** (submit online via <http://www.NEABigRead.org/login>)
 - Final event listing: Enter attendance figures from all your Big Read events.

In the event that GRANTEE does not comply with this reporting requirement, GRANTEE may no longer be entitled to future support from Arts Midwest.

Compliances

Assurance of Compliance

GRANTEE shall comply with all provisions of the Assurance of Compliance Addendum, which is included and therefore made a part of this Agreement. These compliances are required by Arts Midwest's federal and state funding sources. An interactive version of the Assurance of Compliance with web links is also downloadable from the Grantee Dashboard at www.neabigread.org.

DUNS and SAM.gov

The DUNS number we have on file for GRANTEE is 050520782. GRANTEE has an active registration at <http://www.SAM.gov>. This registration will need to be renewed annually or more frequently as required. In some cases, you may need to update your organization's information with Dun and Bradstreet before completing the renewal with SAM.gov.

Non-profit Status

GRANTEE certifies that it is a duly constituted, registered, and qualified 501(c)(3) not-for-profit organization as designated by the Internal Revenue Service, or is an entity of federal, state, local, or tribal government. GRANTEE agrees to notify Arts Midwest immediately of any alteration of such status that may occur prior to the conclusion of the grant period.

Admission

Admission to, as well as seating and participation in The Big Read programs shall be open to the general public and shall be without regard to race, color, natural origin, disability, religion, age, or gender as provided in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Educational Amendments of 1972.

GRANTEE shall provide, upon request from Arts Midwest, up to six complimentary admissions to all paid program activities without cost to Arts Midwest or the National Endowment for the Arts for VIPs, site visits, or promotional use. Arts Midwest will work with GRANTEE to ensure that proper procedures for admission are followed at all venues.

Liability

GRANTEE agrees that Arts Midwest shall not be liable for any loss, damage, or expense of any kind arising from acts or omissions of GRANTEE, its agents and its employees, including but not limited to: compensation for injury, property damage, the payment of any taxes, or the payment of court and reasonable attorney fees.

Binding Effect

GRANTEE agrees to carry out this project in compliance with the terms listed in the Agreement. GRANTEE agrees to notify Arts Midwest in writing of any changes that may impact or require an amendment to this Agreement. Failure to comply with all terms of the Agreement and addenda may jeopardize future funding to GRANTEE by Arts Midwest. GRANTEE further understands and agrees that the grant received from Arts Midwest must be returned in full in the event that GRANTEE unilaterally cancels this Agreement.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota. All disputed claims or controversies arising out of or related to this Agreement shall be settled in the state or federal courts located in Hennepin County, Minnesota. GRANTEE expressly waives all jurisdictional rights and questions of proper venue.

Instructions

1. Circulate copies of this Grant Agreement to appropriate members of your staff to review as necessary.
2. Please check the appropriate box under “A-133 Audit Report” below.
3. Sign the Grant Agreement by May 30, 2014. Once signed, the document will be countersigned by Arts Midwest and a PDF copy will be emailed to you.

A-133 Audit Report

Please check the appropriate box. Did GRANTEE expend \$750,000 or more in federal awards during your most recent completed fiscal year?

<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES

If yes, GRANTEE must provide a copy of the Single Audit Report (OMB Circular A-133); Finding Section (if applicable); and Corrective Action Plans Section (if applicable). Please submit a PDF copy or link to this report to thebigread@artsmidwest.org. No funds will be distributed until Arts Midwest receives this Audit.

I have read and agree to comply to the terms and conditions within The Big Read Agreement and its attachments on behalf of GRANTEE.

Palo Alto Children's Theatre

DocuSigned by:

Lane Pianta

674ACBC0E073401...

Authorized Signature

Lane Pianta

Name

Grant Manager

Title

5/30/2014 | 8:16:22 AM PT

Date

Arts Midwest

DocuSigned by:

Susan T. Chandler

D4CF11D9DECE439...

Authorized Signature

6/4/2014 | 6:49:27 AM PT

Date

A fully-executed copy will be returned to GRANTEE once countersigned by Arts Midwest.



Executive Board Members

Co-Presidents

Ilanit Gal

Nazy Attarzadeh

VP Finance

Steve Manley

VP Fundraising

Cindy Roberts

VP Marketing

Ruchi Goel

Treasurer

Paula Collins

Secretary

Coreen Collins

Members at Large

Karen Ambrose-Hickey

Alicia Gans

Tim Hmelar

Stephen Jaeger

Ali Moulina

Mary Lou Meeks

Melissa Racz

Kristina Vetter

November 4, 2014

Judge Luckey

Palo Alto Children's Theatre

1305 Middlefield Road

Palo Alto, CA 94301

Dear Judge,

On behalf of the Friends of the Palo Alto Children's Theatre, please accept this donation of \$45,000 to support the vital programs provided to this community by the Palo Alto Children's Theatre.

This contribution is intended to support but not supplant current funds provided by the City of Palo Alto, in an attempt to close the gap between the City of Palo Alto's support of the theatre and the cost required to run top-quality arts education programs which benefit more than 30,000 community members annually. Specifically, the funds are to be used to hire contractors who provide services such as teaching artists, directors, choreographers and designers.

We remain incredibly proud of our partnership with the City of Palo Alto, and look forward to another season of exciting productions and classes at the Children's Theatre.

Yours sincerely,

Ilanit Gal

Nazy Attarzadeh

Ordinance No. XXXX

ORDINANCE OF THE COUNCIL OF THE CITY OF PALO ALTO AMENDING THE BUDGET FOR FISCAL YEAR 2015 TO INCREASE REVENUE ESTIMATES FOR THE GRANTS AND CONTRIBUTIONS IN THE COMMUNITY SERVICES DEPARTMENT BY \$64,100 WITH A CORRESPONDING INCREASE TO THE COMMUNITY SERVICES DEPARTMENT BUDGET IN THE AMOUNT OF \$64,100.

The Council of the City of Palo Alto does ORDAIN as follows:

SECTION 1. The Council of the City of Palo Alto finds and determines as follows:

A. Pursuant to the provisions of Section 12 of Article III of the Charter of the City of Palo Alto, the Council on June 16, 2014 did adopt a budget for fiscal year 2015; and

B. The City of Palo Alto Community Services Department has received a grant in the amount of \$9,500 from Silicon Valley Creates for Art Center art exhibition expenses; and

C. The City of Palo Alto Community Services Department has a received a grant in the amount \$9,600 from the National Endowment for the Arts for the Big Read program; and

D. The City of Palo Alto Community Services Department has received a contribution in the amount of \$45,000 from the Friends of the Palo Alto Children's Theatre to support performing arts education; and

E. City Council authorization is needed to amend the 2015 budget as hereinafter set forth.

SECTION 2. The revenue estimate from Grants and Contributions in the amount of Sixty-Four Thousand One Hundred Dollars (\$64,100) is hereby increased in the Community Services Department General Fund Budget.

SECTION 3. The Community Services Department budget for the Arts & Sciences Division is hereby increased by Sixty-Four Thousand One Hundred Dollars (\$64,100).

SECTION 4. As specified in Section 2.28.080(a) of the Palo Alto Municipal Code, a two-thirds vote of the City Council is required to adopt this ordinance.

SECTION 5. As provided in Section 2.04.330 of the Palo Alto Municipal Code, this ordinance shall become effective upon adoption.

SECTION 6. The actions taken in this ordinance do not constitute a project requiring environmental review under the California Environmental Quality Act (CEQA).

INTRODUCED AND PASSED: Enter Date Here

AYES:

NOES:

ABSENT:

ABSTENTIONS:

NOT PARTICIPATING:

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

Mayor

APPROVED:

City Manager

Director of Administrative Services

Director of Community Services