



Bloomington Urban Enterprise Association



Bloomington Entertainment & Arts District

ZONE ARTS GRANT PROGRAM APPLICATION FORM

Deadline for submission is 5:00 p.m. August 15, 2017.

APPLICATION INSTRUCTIONS

Read the Zone Arts Grant Application Guidelines.

Email the BUEA (BUEA@bloomington.in.gov) a **single** PDF containing:

- Application Form (required)
- Proof of Federal E-Verify enrollment (required, if grant request is \$1,000 or greater)
- Letters from project partners (if applicable)
- Up to three pages of artistic documentation (optional)

Deadline is 5:00 p.m. on August 15, 2017

SECTION A. APPLICANT AND PROJECT INFORMATION

I. APPLICANT INFORMATION

Applicant: _____

Address: _____ Zip: _____ Phone number(s): _____

Email: _____ Website: _____

Is the applicant located in the Urban Enterprise Zone? Yes No

II. PROJECT DESCRIPTION

1. Provide a brief descriptive title for the project: _____

Project director or contact person for this project: _____

Project/activity dates: Beginning date: _____ Ending date: _____

2. Total number of artists served by the project: _____

Total number of volunteers (not including artists) served by the project: _____

Total number of individuals served by the project (not including artists or volunteers): _____

3. Total project expenditures: \$ _____

4. Amount requested (Reminder: Arts Project Grants will **not** cover 100% of project costs): \$ _____

5. Admission charge for the project (if any): \$ _____

SECTION B. PROJECT DESCRIPTION

Please answer the following, addressing the criteria outlined in the guidelines.

1. Describe the project. *(Please keep response within the defined area below.)*

2. Describe how the project benefits the businesses and residents of the Bloomington Urban Enterprise Zone. Please be specific. *(Please keep response within the defined area below.)*

3. Describe how the project advances quality and availability of the arts in the Zone. *(Please keep response within the defined area below.)*

4. Describe specifically how the project will be communicated and marketed to both Zone residents and businesses and to the community at large. *(Please keep response within the defined area below.)*

5. Describe how participating artists will benefit from the project. *(Please keep response within the defined area below.)*

6. Describe what method(s) will be used to measure the success of the project. *(Please keep response within the defined area below.)*

7. Provide detail on which specific project activities will be supported with Zone Arts Grant funds. *(Please keep response within the defined area below.)*

8. Describe the applicant's and/or partners' relevant experience in completing similar projects. *(Please keep response within the defined area below.)*

9. If the project is proposed to take place on City property or would require City authorization, please address how authorizations have/will be obtained. *(Please keep response within the defined area below.)*

10. If the project is a **partnership**, attach letter(s) of support from project partners to application.

11. **OPTIONAL:** Attach up to three (3) pages of additional artistic documentation (work samples, reviews, images) to application.

SECTION C. FINANCIAL INFORMATION AND PROJECT BUDGET

1. CITY OF BLOOMINGTON SUPPORT. List cash or in-kind funding received by the applicant from the City of Bloomington during the past three years.

YEAR	GRANTING PROGRAM	CASH/IN-KIND	PURPOSE/PROJECT	AMOUNT
				\$
				\$
				\$

2. IN-KIND CONTRIBUTIONS/EXPENSES. Specify in-kind contributions/expenses as requested in the form below.

Be sure to include rate information showing how you calculated dollar value for in-kind contributions. If you show a dollar value of \$100 for volunteer services, please, specify how many volunteers are anticipated for how many hours at what rate per hour. If you need additional space, add an additional page to this document with details as specified in the form below.

SERVICES RENDERED	MATERIALS DONATED	DONOR	RATE	DOLLAR VALUE
				\$
				\$
				\$
				\$
				\$
				\$
			TOTAL	\$

3. PROJECT BUDGET

INCOME SUMMARY - Provide a budget income summary for the proposed project.

Categorize income into **CONFIRMED** (funding in hand) and **PENDING** (applied for, to be fundraised, etc.)

	REVENUE CONFIRMED	PENDING
1. Admissions	\$	\$
2. Contracted services	\$	\$
3. Other revenue	\$	\$
DONATIONS & GRANTS		
4. Corporate support	\$	\$
5. Foundation support	\$	\$
6. Other private support	\$	\$
7. Government support	\$	\$
OTHER INCOME		
8. Applicant cash	\$	\$
INCOME TOTALS		
9. Total cash income (add lines 1-8)	\$	\$
10. Total in-kind contributions/expenses Should match Expense Line 10.	\$	\$
11. Zone Arts Grant Request	\$	\$
TOTAL PROJECTED INCOME (add lines 9-11)	\$	\$

EXPENSE SUMMARY - Provide a budget expense summary for your proposed activity.

EXPENSE CATEGORY	
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9. Total cash expenses (add lines 1-8)	\$
10. Total in-kind contributions/expenses Should match Income Line 10.	\$
TOTAL PROJECT EXPENDITURES (add lines 9 & 10)	\$

LEGAL ASSURANCES

In the event a grant is awarded as a result of this application, the following terms and conditions shall be complied with as signified by the applicants' signatures. This application shall become part of the legally binding contract ("grant agreement") between the applicant and the BUEA.

1. The grant cannot be assigned to a different project or transferred without prior written approval of BUEA and BEAD. The Grantee must present major changes to its original proposal in writing to BUEA for approval.
2. The Grantee shall submit to BUEA and BEAD thirty (30) days after project completion the final evaluation report. **In cases where documents are not submitted in a timely manner, the BUEA or the City of Bloomington may, without notice, withhold or refuse any current or future grant funds.**
3. Grantee must maintain detailed records and other evidence pertaining to costs incurred and revenues acquired for the project and during its term. Reimbursement funding can only be made for the activities agreed upon in the grant agreement.
4. Credit must be given to BUEA and BEAD in brochures, news releases, programs, publications and all other materials published within the context of the Project. Copies of such materials must accompany the evaluation report. When no such materials are used, verbal credit shall be given at each performance or presentation and a record of those shall be submitted in the evaluation report.
5. The Grantee agrees to indemnify and hold harmless the BUEA, the City of Bloomington and its employees from any and all claims or actual injury, damage or loss to a person, or real or personal property that results from or is in any way connected to the use of BUEA grant monies. The Grantee agrees to comply with all federal and state laws, and with local ordinances that are applicable to the grant agreement.
6. The filing of this application has been authorized by the governing body of the applicant, and the undersigned representative has been authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative in connection with this application.

APPLICANT ACKNOWLEDGEMENT OF PROGRAM REQUIREMENTS

I have read and understand the guidelines, criteria and legal assurances established by the BUEA and the City of Bloomington. If an award is granted, and the grantee does not comply with these stated policies, the City of Bloomington reserves the right to withhold funding.

Project Manager: _____
(Please type name here)

TO SUBMIT THIS APPLICATION

Email the BUEA (BUEA@bloomington.in.gov) by no later than 5 p.m. on the deadline date a **single PDF** containing:

- Application form (required)
- Proof of Federal E-Verify enrollment (required, if grant request is \$1,000 or greater)
- Letters from project partners (if applicable)
- Up to three pages of artistic documentation (optional)

MEMORANDUM OF UNDERSTANDING
between the
BLOOMINGTON URBAN ENTERPRISE ASSOCIATION
and
(INSERT NAME OF ORGANIZATION)

This Memorandum of Understanding (“MOU”), entered into this ____ day of _____, _____, by and between the Bloomington Urban Enterprise Association (“BUEA”) and (insert name of organization) (collectively the “parties”), WITNESSETH THAT:

WHEREAS, (insert name of organization) is a local group that (insert what the group does here); and

WHEREAS, (insert name of organization) has applied for project support through the Zone Arts Grant Program to subsidize the costs of their “(insert name of the event)” project; and

WHEREAS, the BUEA believes this collaboration is mutually beneficial to the City of Bloomington (“City”), to residents of the Bloomington Urban Enterprise Zone (“Zone”), to participating artists, and to (insert name of organization);

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term of Agreement. This MOU shall become effective upon execution and continue through _____ unless terminated prior to that date pursuant to Section 17 or extended pursuant to Section 18 herein.
2. Activities to be Performed by the BUEA. During the Term of Agreement, the BUEA agrees to provide funding to (insert name of organization) in the amount of (insert amount of grant, spelled out) (insert amount of grant, numerically), to be used exclusively for activities described herein and subject to the terms of this MOU. The BUEA will release the funds up to that amount upon (insert name of organization)’s submission of itemized invoices and receipts for the activities described in Section 3 below. Grant disbursements will be made by the BUEA on a quarterly basis. This funding is to be used exclusively for activities described herein and subject to the terms of this MOU.

The BUEA’s funding contribution is subject to the appropriation and availability of funds. If funds for the BUEA’s contribution are not forthcoming or are insufficient, through the failure of any entity—including the BUEA—to appropriate funds, then the BUEA shall have the right to terminate its contribution without penalty.

3. Activities to be Performed by (insert name of organization).

(insert name of organization) agrees to comply with all terms in its Zone Arts Grant Application, which is attached to this Agreement as Exhibit A and incorporated by reference as though fully set forth.

(insert name of organization) agrees to recognize the BUEA and its Zone Arts Grant Program in all promotional and informational materials relating to the activities in this MOU. (insert name of organization) agrees to provide a credit line for the BUEA and its Zone Arts Grant Program in all visual or written materials about the activities in this MOU. Any signage displayed at the site(s) for the activities in this MOU shall also credit the BUEA and its Zone Arts Grant Program.

(insert name of organization) will only use the funds toward costs associated with the (insert name of program/project) project.

(insert name of organization) will provide the BUEA with all individual receipts and/or invoices for the costs associated with the project to the total amount of the BUEA's funding

4. Project Completion. All activities under this MOU shall be completed by _____.

5. Evaluation and Outcomes. On or before _____, (insert name of organization) shall provide the BUEA with a written final report that outlines the expenditure of funds provided by the BUEA.

The final report shall include (if applicable to the grant recipient):

- (1) The total number of participating artists;
- (2) Final actual or estimated attendance, including Zone residents;
- (3) The total number of participating volunteers;
- (4) List of participating schools and the manner of their participation;
- (5) List of other sponsors and the amounts received;
- (6) List of all other sources of income and revenue;
- (7) Copies of all receipts for purchased supplies and services;
- (8) The final project budget, including actual and budgeted revenues and expenditures;
- (9) Results from any post-concert surveys;
- (10) Copies of any self-evaluation methods;
- (11) Copies of all marketing and information materials for the project giving funding credit to the BUEA Zone Arts Grant program;
- (12) No fewer than twenty (20) images illustrating project activities;
- (13) Audio/visual excerpt from concert performance.

6. Indemnification. (insert name of organization) agrees to indemnify and hold the BUEA, the City, and all agents, employees, and officers of the BUEA or the City, harmless against all claims, actions, damages, liability, and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of acts or omissions by its officers, directors, agents, employees, successors, and assigns, in the performance of this MOU. This includes claims for personal injury, property damage, or any other type of claim which may arise from these activities, whether such claims may be brought by (insert name of organization) or by any third party.
7. Waiver or Breach. The waiver by either party or breach of any provision of this MOU by the other party shall not operate or be construed as a waiver of any subsequent breach by the parties. No waiver shall be valid unless it is in writing and signed by an authorized officer of the waiving party.
8. Attorney's Fees. If any action is brought to enforce this MOU, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney fees.
9. Notice to Parties. Whenever any notice, statement, or other communication shall be sent to the BUEA or (insert name of organization), it shall be sent to the person and address named below, unless otherwise advised in writing by a party:

Notice to (insert name of organization): (insert mailing address of grantee)

Notice to BUEA:

Jason Carnes
 Assistant Director, Small Business Relations
 Economic & Sustainable Development Department
 City of Bloomington
 P.O. Box 100
 Bloomington, Indiana 47402

10. Amendment and Modification. This MOU may be amended at any time by mutual written and signed agreement of the authorized representative of the parties, but may not be modified in any other manner, except as expressly provided by this MOU.
11. Governing Laws. This MOU shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in Monroe Circuit Court, Monroe County, Indiana.
12. Severability. If any part of this MOU is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order, or rule and the remaining provisions of this MOU shall remain in full force and effect.

13. Force Majeure. Neither the BUEA nor (insert name of organization) shall be liable to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, sabotage, weather and energy related closings, governmental rules or regulations, or like cause beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

14. Supervision and Independent Contractor Status. The status of (insert name of organization) employees and volunteers providing services pursuant to this MOU as employees and volunteers of (insert name of organization) shall not be affected in any way by this MOU. Said employees and volunteers shall be subject solely to supervision by their (insert name of organization) supervisors.

During the entire Term of Agreement, (insert name of organization) shall be an independent contractor, and in no event shall any of its personnel, agents, or sub-contractors be construed to be, or represent themselves to be, employees of the City or the BUEA. (insert name of organization) shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

15. Nondiscrimination. (insert name of organization) and its partners participating in the activities described in this MOU shall comply with City of Bloomington Code 2.21.020 and all other federal, state, and local laws and regulations governing nondiscrimination in all regards, including, but not limited to, employment practices.

16. Verification of New Employees' Immigration Status. (insert name of organization) shall comply with the provisions in Indiana Code § 22-5-1.7-11(b) which requires the BUEA to obtain the following from business entities that receive grants from the BUEA which total more than \$1,000:

- A sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program.
- A sworn affidavit that affirms that the business entity does not knowingly employ an unauthorized alien.
- Documentation that the business entity has enrolled and is participating in the E-Verify program.

The required affidavit is attached to this MOU as Exhibit B, and incorporated by reference as though fully set forth.

17. Termination. This MOU may be terminated in whole or in part by either party at any time for any reason by sending the other party written notice via certified mail, return receipt requested, at least thirty (30) days prior to the date of termination. Termination of the MOU shall not affect any liabilities that accrued between the parties prior to the termination.

18. Extension and Renewal of Agreement. This MOU may be renewed, renegotiated, or extended upon its expiration by mutual written consent of the parties only.
19. Copyright and Maintenance. All documents, drawings, models or photos produced for implementation of the project remain the exclusive property of (insert name of organization) or their respective rights holders. The City and the BUEA retain the right to publish and distribute photographs, drawings or other forms of reproductions of the project for reference, promotional, educational and scholarly purposes.
20. Intent to be Bound. The BUEA and (insert name of organization) bind themselves and their successors, executors, administrators, permitted assigns, and legal representatives to the other party to this MOU, and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this MOU.
21. Entire Agreement. The parties agree that this MOU contains all of the agreements, representations, and conditions made between the parties. This MOU may not be modified except by written agreement and signed by both parties.

In witness of acceptance of all conditions contained in this MOU, the parties execute this MOU on the date entered on the first page hereof.

BLOOMINGTON URBAN ENTERPRISE ASSOCIATION

BY: _____
 _____, President _____ Date _____

(insert name of organization in caps)

BY: _____
 _____ (insert name contact person) _____ Date _____

EXHIBIT A
ZONE ARTS GRANT APPLICATION

EXHIBIT B

E-Verify Affidavit

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The entity named above has been awarded a grant of more than \$1,000 from the Bloomington Urban Enterprise Association.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-Verify program.
5. A printout confirming the company’s enrollment in the E-Verify program is attached to this Affidavit as Exhibit 1.

Signature

Printed name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, _____.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____