



CITY OF SPOKANE –
 Accounting/Grants
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2023 CULTURAL INCENTIVE GRANT GUIDELINES

<p><u>NOFA TITLE:</u> Organizations to distribute ARPA funds for Cultural Events.</p> <p><u>NOFA Coordinator:</u> Vlad Lukin, ARPA Coordinator</p>	<p><u>Proposal Submittals:</u></p> <p>All proposals shall be submitted electronically through the City of Spokane Neighborly portal before the due date and time.</p>
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1.0 GENERAL INFORMATION

1.1 PURPOSE

The City of Spokane, through funding provided for by American Rescue Plan Act (ARPA), has established a Cultural Event Incentive Grant in order to:

- Expand access for all city residents to a wide range of cultural experience in the form of community festivals, parades and celebrations.
- Support the resilience and sustainability of City of Spokane Events and Festivals producing organizations;
- Enhance City of Spokane's overall cultural environment
- Support City of Spokane's economic vitality; and,
- Increase the City's visibility and reputation as a desirable destination for visitors.

This grant opportunity is intended for the 2023 calendar year. This Grant supports all events between January 1st, 2023 to December 31st, 2023, and even events that have taken place before this application are eligible. Grant awards are made through a competitive application and review process. Applications must be submitted electronically through the City's [Neighborly](#) software.

1.2 COMMUNICATION

All communication between the Applicant and the City shall be submitted by e-mail accountinggrantsadmin@spokanecity.org. Any communication directed to other parties is prohibited. All questions received will be answered by the City through a publicly posted Q and A so all Applicants have access to the information. It is the responsibility of Applicants to check the City of Spokane's website for this information.

1.3 EQUITY STATEMENT

The City of Spokane is committed to equitably and effectively utilizing ARPA resources to help our community bounce back as soon as we can and in the best way possible. To do this we look to fund organizations and businesses that take into consideration past inequities and will go forward to honor the expertise, relationships, and resilience within communities of color and those historically impacted by inequities providing them with lasting partnerships and co-created solutions to eliminate systemic hardships.

1.4 GRANT

Grant awards are intended to serve a partial support for events. Grants will be awarded for 75% of the events total cost. Due to availability of funds, grant awards may be less. Approximate funds available for this 2023 grant opportunity is \$531,000. Additional grant opportunities may be released if additional funding becomes available.

Grants requests:

- The award amount must be a minimum of \$3,750 which means that an event must have expenses of at least \$5,000 to be eligible. See funding restrictions in Section 3.0.
- The maximum award for the Cultural Event Incentive Grant is \$25,000, which equates to an event minimum cost of \$33,333.
- Grant awards are generally paid on a reimbursement basis. However, grantees who meet the following criteria may be eligible for advance payments not to exceed 25% of their

projected budget award. Grantees who receive advance payments are required to substantiate use of funds for eligible expenses.

- The 25% advance payment must be accompanied by an invoice and followed up with proof of payment within 14 days. Verification of fund use is required before additional funds are provided on a reimbursement basis.

1.5 FUNDING

This project is solely funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) - Catalog of Federal Domestic Assistance (CFDA) number 21.027. See ARPA Terms and Conditions attached to this NOFA and will be certified to in the application process. Submitting an application indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027.

1.6 ELIGIBILITY

To be eligible for the Cultural Event Incentive Grant funding, the applicant must:

- Apply as a nonprofit organization with a provided determination letter.
 - If fiscally sponsored: Letter from fiscal Sponsor agreeing to serve as fiscal sponsor for this event.
- Organization must not have been debarred from receiving federal funds in the last 5 years.
- Organization's event must not be conducted primarily as a fundraiser;
- Event must not convey a religious message or advocate a political position;
- Event is held in the 2023 calendar year and must be within the City Limits of Spokane. See: [Spokane City Limits](#)
- Access to the event must be free and open to the general public. Registration fees are permitted so long as such fee does not prohibit the general public from spectating or participating in some portions of the event; and,
- The applying organization, upon award funding and based on grant project, may be required to show City business license or valid exemption.
 - Note: City of Spokane may require general liability insurance for special events permits at the time of the permitting process.
(<https://my.spokanecity.org/account/permits/>)
- Organizations, as applicable, must have fulfilled requirements of current and previous grants administered by the City of Spokane.
- Must submit a City provided Post Event evaluation form no later than 90 days after the completion of the event.
- Must submit proof of payment for all expenses to substantiate this grant request upon completion of the event (e.g., receipts, cancelled checks, and invoices which indicate verification of payments).

1.7 ADDENDA

It is the responsibility of Applicants to check the City of Spokane's website for Addenda or other additional information that may be posted regarding this Notice of Funding Availability.

However, the City of Spokane will provide any addenda to organizations who request addenda. The city will not provide individual notice of changes; and applicants are responsible for regularly checking the City of Spokane’s website for answers to questions, process updates, clarifications, or amendments. The City will not pay for any cost organizations may incur while they are preparing their application, providing information requested by the City, or participating in the selection process.

2.0 APPLICATION PROCESS

Applications are event based and applicants may submit an individual application for each event they wish to propose. A final report on the event activities and budget will be required no later than 90 days after the event for 2023.

2.1 APPLICATION CHECKLIST

Applications shall be clear and concise. Submit all Application checklist items as follows:

- Event Budget (revenue and expenses)
- Nonprofit determination letter from the Internal Revenue Service
- UEI number generated by [SAM.gov](https://sam.gov)
- List of other Federal Grant and Relief Funds Received

2.2 ESTIMATED TIMELINE

Date	Process Step
March 27, 2023	Notice of Funding Availability
April 12, 2023	Neighborly Software Workshop/Pre-Application Workshop
May 3, 2023	Last Day to Submit Questions
May 24, 2023	Application Closes
June 14, 2023	Evaluation period
June 30, 2023	Award Notice

2.3 APPLICATION ASSISTANCE

All interested organizations are encouraged to attend an optional Application Workshop. The workshop will review the guidelines including the submission process, application checklist and evaluation criteria. The Application Workshop is scheduled as follows:

Looff Carrousel

507 N Howard St, Spokane WA, 99201

Wednesday April 12, 1-3PM

To attend virtually email address below and a virtual link will be sent to you.

The Application Workshop RSVP, may be directed to Vlad Lukin, accountinggrantsadmin@spokanecity.org.

2.4 SUBMISSION OF APPLICATIONS

Application must be received no later than 5:00 pm on the designated deadline. Late or incomplete applications will not be considered.

Applications must be submitted electronically using the City of Spokane's grant software system, [Neighborly](#). Hard paper, e-mailed, or faxed applications will not be accepted.

Applicants must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Register email address
2. Verify email address
3. Log in
4. Select Notice of Funding Available
5. Fill out required application and supply required documents
6. Certify application
7. Submit Application.

*Once an application is submitted it is final, no revisions or edits can be made.

2.5 ADMINISTRATION OF GRANT

- Partial or incomplete grant applications will be deemed nonresponsive and will not be considered.
- Show proof of payment for your full budget amount and if there is an upfront payment that needs to be paid such as invoice for Venue rental, Audio/Visual Costs, etc. All advance invoices will be processed to a maximum of 25% of the award, and proof of payment must be provided within 14 days.
- Grantees must submit a final report for the event on a city provided form (to include a post event evaluation, attendance, and final budget with applicable receipts) no later than 90 days after the event is held. A completed contract and receipt of all documentation is required before reimbursement funding is given.
- City will only reimburse up to 75% of the amount shown on eligible receipts. These receipts must show proof of payment. (Example: Invoice must be marked paid or the expense must be accompanied with check or proof of payment)
- City of Spokane Parks and Recreation Division will defer payment of fees, for events held within these facilities until after grant is reimbursed from City.
- Grantee must obtain prior written approval from the City of Spokane when the scope or objective of the program changes, a budget revision is desired, or the grantee has been subject to conditional approvals due to compliance issues.

If upfront grant award money is not spent as proposed by the date proposed, then all money must be returned to the City of Spokane. If receipts for reimbursement do not show payment, then no money will be received.

3.0 RESTRICTIONS

Grant funds must be used for event-related expenses only. **Funding Requests are INELIGIBLE for the following:**

- Any capital equipment purchase.
 - E.g.: Computer, Fridges, Vehicles, etc. (Single use items, not to be depreciated only)
- Programs in facilities that are not ADA compliant.
- Trusts, endowment funds, re-granting, investments, or prize money;
- Profit-making organizations, ventures, or replacement of deficit funds including administrative costs or other organizational costs unrelated to the production of the event;
- Fundraising or arts services for events in which fundraising is the primary purpose;
- Programs or services intended for private use, or for use by restricted membership;
- Travel, hospitality, food and alcohol costs; and restrictive substances;
- Purchase of tickets and/or scholarships for an event/program produced by the applicant.
- Award of grant does not commit private venues or City of Spokane facilities (ex. Library, Riverfront Park) to hosting the event. Grantees must coordinate separately with the event venue prior to submitting proposal to confirm availability and their venue requirements.

4.0 EVALUATION CRITERIA & RATING SYSTEM

4.1 EVALUATION CRITERIA WITH WEIGHTS

All complete grant applications will be evaluated by a Review Panel using the following weighted criteria. This criterion is provided so that applicants may have an idea of how the panel will approach each criterion. The key elements represent the most apparent and significant aspects of each criterion. Their inclusion does not preclude consideration of other issues that the panel believes are relevant and appropriate to each criterion.

Event narrative & cultural, historical and/or neighborhood significance.....40 points

- Clarity of the event’s nature, structure and vision (its direction, planned improvements, growth, etc.) and how well the event relates to the applicant’s mission, purpose and goals.
- How well does the event components demonstrate cultural relevance and/or enhances the cultural vitality of Spokane and its residents.
- Efforts undertaken by organizer to foster inclusion of diverse communities as participants, in program planning and implementation of the event.

Communications (marketing and outreach) and attendance 20 points

- Effectiveness at: 1) expanding access of all Spokane residents to the event; focus on communities of color and those historically impacted by inequities 2) building better community understanding of the event; and 3) conducting outreach through public awareness campaigns (social media, press releases, flyers, posters, newspaper ads, speakers’ bureaus, etc.).

- Ability to reinforce and promote Spokane’s positive image through effective promotions, marketing and outreach.
- Demonstrated consistent attendance and/or growth and the reliability of the methodology to track attendance.

Financial and budgetary capabilities/leveraging of City funding 20 points

- Ability to produce a profitable or break-even event measured on a cash basis.
- Extent of diversified financial support and in-kind contributions and/or volunteer resources used to leverage the City’s grant funding.

Ability to produce a well-planned and safe event10 points

- Experience in producing and promoting well-planned and safe events.
- Depth of managerial and organizational capacity.

Community and Economic impact10 points

- Identifies positive economic impact for the community.

4.2 RATING SYSTEM

When evaluating each criterion, panelist will use the following scale, which is then translated to the appropriate weight for each criterion.

Category	Points Earned	Total Points Available
Event narrative & cultural, historical and/or neighborhood significance		40 Points
Communications (marketing and outreach) and attendance		20 Points
Financial and budgetary capabilities/leveraging of City funding		20 Points
Ability to produce a well-planned and safe event		10 Points
Community and Economic impact		10 Points
Total Points		100 Points

Applications will be scored and ranked by the criteria stated above. Points awarded by each panelist for each of the funding criteria are weighted appropriately and added together for a final application score. The total of all panelists’ scores for each application is the application’s overall score.

Funding consideration will be given in order of ranking of the overall score. Not all applications will be funded, and final funding may be less depending on funds available.

4.3 AWARD/REJECTION OF APPLICATION

This NOFA does not obligate the City to grant an award. Any contract awarded as a result of this solicitation is contingent upon the availability of funding.

Failure to comply with any part of the NOFA may result in rejection of Application as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all applications received without penalty, and to not issue a contract from this NOFA. More than one contract may or may not be awarded. Award when and if made, will be contingent upon available funding.

5.0 APPEALS

An organization may file an appeal of the Review Panel’s recommendation only if it is based on one or more of the following circumstances:

- A Review Panelist substantially deviated from the published grant review policies and procedures or there were ambiguities or mistakes in the application materials that were significantly more detrimental to the applicant than to other applicants.
- Required application materials that were submitted by the deadline were omitted from the materials the Review Panel considered during the review process; or
- A member of the Review Panel did not recuse her/himself even though s/he had a conflict of interest which should have resulted in the panelist’s recusal from evaluating the application or participating in a discussion regarding the applicant.

Appeals will not be considered based on:

- Correcting applicant errors and omissions in the application or review process;
- Disagreements about the merits of the application relative to others the Review Panel considered; or
- Events and/or organizational developments that occurred after the Review Panel meeting.

Applicants must submit their appeals to City Grant staff within one week after Review Panel results have been sent. Staff, in consultation with the City Attorney’s Office, will determine whether the grounds for appeal meet one of the criteria for filing appeals described above, and if so, a special Appeals Panel will be convened. For the Appeals Panel to uphold the appeal, the applicant must substantiate that 1) one of the eligible circumstances for appeal occurred and 2) this circumstance negatively affected the grant recommendation for the appellant.

5.1 ACKNOWLEDGING CITY SUPPORT

Grant recipients may acknowledge the City’s financial support in all appropriate materials and media. The Acknowledgement should read, “Supported in part by a grant from the City of Spokane” or similar language. Grantees may display the City’s logo whenever other sponsor logos are displayed, and in accordance with City logo use guidelines.

6.0 CONTRACT TERMS

6.1 ASSIGNMENT

Agency shall not assign, transfer, or subcontract its interest, in whole or in part, without the written consent of the authorizing official for the City of Spokane.

6.2 LIABILITY

The applicant will be considered an independent contractor and the Agency, its officers, employees, agents, or subcontractors shall not be employees or agents of the City. The Agency shall defend, indemnify, and hold harmless the City from all loss, liability, damage, death or injury to any person or property arising from the performance or omission of the Agency, its agents or employees, arising directly or indirectly, as a consequence of this contract.

6.3 INTERNAL AUDITING CONTROL

The grantee shall establish and maintain a system of internal accounting control which compiles with applicable generally accepted accounting principles and governmental accounting and financial reporting standards. The City has the right to supervise and audit the finances of the Agency to ensure that actual expenditures remain consistent with the spirit and intent of any contract resulting from this application process. The City of Spokane and/or its funding agencies and auditors may inspect and audit all records and other materials and the Agency shall make such available upon request.

7.0 GRANT REQUIREMENTS

Initial project funding is provided by the Coronavirus State and Local Fiscal Recovery Funds or H.R 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funding is utilized for this grant. See Terms and Conditions accompanying this NOFA.

8.0 NOFA ATTACHMENTS

Notice of Funding – Terms and Conditions.

8.1 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

8.2 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you **MUST** submit those portions of your response as a separate part of your response, and you **MUST** label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing

this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.

8.3 OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Business or the Business’s subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute “work made for hire” as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Business uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Business and is not “work made for hire” within the terms of this Agreement.

8.4 REVISIONS TO THE NOFA

In the event it becomes necessary to revise any part of this NOFA or provide any other pertinent information, it shall be posted to the City of Spokane’s website. The City also reserves the right to cancel or reissue the NOFA in whole or in part, prior to final award of a contract.

8.5 ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

8.6 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this NOFA, in conduct of a presentation, or any other activities related to responding to this NOFA.

8.7 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm’s Proposal. Debriefing conferences may be conducted in person or on the telephone.

8.8 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

8.9 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to

discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

8.10 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451- 7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

8.11 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

8.12 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

8.13 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

8.14 TERMINATION

For Cause: The City or Grantee may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Grantee's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by

the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

8.15 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;