# CITY OF WEST DES MOINES
# CITY COUNCIL MEETING COMMUNICATION

**DATE:** May 6, 2019

**ITEM:** Motion – Approval of Agreement – Bravo Greater Des Moines Diversity in Arts Leadership (DIAL) Internship Program

**FINANCIAL IMPACT:** Revenue of $4,800 from Bravo Greater Des Moines which will completely offset a stipend to be paid by the City to the assigned intern.

**BACKGROUND:** The City was selected as one of seven organizations in the Metro to serve as an intern host for the Bravo Greater Des Moines Diversity in Arts Leadership (DIAL) Internship Program through the Americans for the Arts. The 10 week long internship will begin on June 3, 2019. The intern will be working with Parks & Recreation Department staff on multiple projects related to the City's public art program. The intern will be exposed to public art administration, project management, arts programming, and event planning.
Council approval of the attached contract is a requirement of the program. The agreement has been reviewed by the Legal Department.

The attached media release further describes the program and lists all seven host agencies.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:** That the Council approve the Bravo Greater Des Moines Diversity in Arts Leadership (DIAL) Internship Program agreement.

**Lead Staff Member:** Sally Ortgies, Director of Parks and Recreation

**STAFF REVIEWS**

| | |
|---|---|
| Department Director | Sally Ortgies, Director of Parks and Recreation |
| Appropriations/Finance | a for TS |
| Legal | RJS |
| Agenda Acceptance | |

**PUBLICATION(S)** (if applicable)

| | |
|---|---|
| Published In | |
| Dates(s) Published | |

**SUBCOMMITTEE REVIEW** (if applicable)

| | | | |
|---|---|---|---|
| Committee | N/A | | |
| Date Reviewed | | | |
| Recommendation | Yes | No | Split |

**MEDIA RELEASE**

**MEDIA CONTACT:**
Sally Dix, Bravo Executive Director
(515) 243-0388
sally@bravogreaterdesmoines.org

**BRAVO GREATER DES MOINES ANNOUNCES LOCAL HOST ORGANIZATIONS FOR NATIONAL DIVERSITY IN ARTS LEADERSHIP PROGRAM**

(DES MOINES, IA) April XX, 2019—Bravo Greater Des Moines (Bravo) today announced the seven local organizations that will host interns this summer as part of the inaugural year of the Diversity in Arts Leadership (DIAL) internship program:

- Des Moines Performing Arts – Research and develop a ticket access program and support education and community engagement programs.
- Iowa Public Radio – Market research and concept testing for digital arts/culture/lifestyle resource.
- City of West Des Moines – Public art administration, project management and programming.
- CultureALL – Develop communication strategy to strengthen relationships between Ambassadors, staff and community.
- Hoyt Sherman Place – Support implementation of Jazz in July events, including neighborhood communication and engagement.
- Des Moines Art Center – Enhance community and membership programming and support.
- World Food Prize – Archiving and preserving collections of public and performance artworks and supporting Global Youth Institute poster contest implementation.

This is the first year of a five-year partnership between Bravo and Americans for the Arts to bring DIAL to Des Moines, matching undergraduate students from backgrounds traditionally untapped for arts leadership with host arts organizations and business mentors to guide students' personal and professional growth throughout the summer.

With the focus of creating a healthier, vibrant and equitable arts ecosystem, DIAL will support 24 full-time, paid, ten-week internships in Iowa, New Jersey, and New York City in 2019.

"The caliber of Des Moines' arts and culture landscape is outstanding and we couldn't be happier to work with these host organizations this summer," said Sally Dix, executive director of Bravo. "The projects these host organizations have presented will not only engage the interns but will truly strengthen the region's cultural tapestry."

"This program creates pathways for diverse arts leaders to enter a variety of arts disciplines and businesses, ensuring that participants gain invaluable exposure to the various fields of future employment. The immersive and engaging experience will be key in helping cultivate a more representative arts field," said Robert L. Lynch, President and CEO of Americans for the Arts.

Additional information about DIAL is available online.

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***Bravo Greater Des Moines*** *invests in the sustainability and growth of arts, culture and heritage nonprofit organizations in Greater Des Moines. Through competitive grantmaking programs and other community leadership efforts, Bravo leverages contributions from 17 local government partners to maximize the impact of arts, culture and heritage to advance regional priorities.*

BRAVO
GREATER DES MOINES

***Americans for the Arts*** *is the leading nonprofit organization for advancing the arts and arts education in America. With offices in Washington, D.C. and New York City, it has a record of more than 50 years of service. Americans for the Arts is dedicated to representing and serving local communities and creating opportunities for every American to participate in and appreciate all forms of the arts.*

GREATER DES MOINES

**Bravo Greater Des Moines**
**Diversity in Arts Leadership (D.I.A.L.) Internship Program**

# 2019 Host Arts Organization Contract

City of West Des Moines ("Host") and Bravo Greater Des Moines, Inc., an Iowa nonprofit corporation ("Bravo"), make and enter into this Agreement, and effective as of, the _____ 2019 (the "Effective Date").

**WHEREAS**, Bravo and Americans for the Arts have entered into an agreement whereby Bravo will organize and facilitate a Diversity in the Arts Leadership ("DIAL") Internship Program in Central Iowa.

**NOW THEREFORE,** Bravo and Host, in consideration of the mutual covenants and other good and valuable consideration agree to the following:

1) **Scope**

Host agrees to engage, employ and supervise a student DIAL Intern, ("Intern"), during the summer of 2019 for a ten-week period, from **June 3, 2019** through **August 8, 2019**.

Intern will participate in a management-related project as outlined in the Host application (the "Project"). The Host shall provide Intern with appropriate workspace, equipment, and materials necessary for completion of the assigned tasks. The Intern will participate with the Project on a full-time basis during the ten week term. Host agrees to compensate Intern an amount not less than Four Thousand Five Hundred Dollars ($4,500.00). Additionally, Host agrees to pay to Intern a credit in the amount of Three Hundred Dollars ($300.00) as a transportation stipend. Host is responsible for disbursing the full amount to the intern in regular intervals throughout the ten weeks on a time period communicated to intern and Bravo in advance.

At all times Host accepts the sole and complete responsibility for the Intern and for any and all legal obligations arising from the Host's engagement and supervision of the Intern, including, without limitation, employment laws, tax compliance and reporting laws and regulations, discrimination laws, and worker's compensation coverage, as applicable under all local, state and federal laws.

_____ will serve as the Intern's primary supervisor, hereafter known as "Host Supervisor." Jovan Johnson is the Bravo DIAL Internship Program Coordinator, who will serve as the point of contact for Bravo.

2) **Stipend**

Bravo shall pay to Host the sum of Four Thousand Eight Hundred and Fifty Dollars ($4,800.00) to be disbursed in two payments. Upon receipt of this signed Agreement, Bravo will provide the first payment to Host in the amount of Two Thousand Five Hundred and Fifty Dollars ($2,550.00). Bravo will provide the second payment of Two Thousand Two Hundred and Fifty Dollars ($2,250.00) to Host upon receipt of the Intern's mid-term performance evaluation prepared by the Host Supervisor.

3) **Program Activities**

The Host recognizes the following scheduled program events, at which Intern's attendance is required. Host agrees to permit Intern to participate in these events and any additional DIAL activities as requested by Bravo during the term of the internship. Host will be provided with a schedule of events prior to the start of the Project and updated throughout the term of the internship.

a) **Welcome and Opening Ceremony**
Date: Monday, June 3rd, 2019
Location: TBD
Time: 5:00 – 8:00pm

b) **Closing Ceremony and Reception**
Thursday, August 8, 2019
Location: TBD
Time: 5:00 - 8:00 p.m.

c) **Site Visits**
Host agrees to assist Intern in coordinating a visit to the Host site by all Interns placed by Bravo at other host sites (the "Site Visit"). When hosting the Site Visit, Host agrees to allow Intern to present to the group about the Host's mission, programs, organizational structure, and any of the Intern's specific project(s). A sample performance, exhibit tour, or other activity is encouraged but not required. The Host agrees to work with Bravo prior to Monday, June 3, 2019 to discuss potential site visit dates. The details of the site visit will be the Intern's and Host responsibility. All interns will be required to participate in all visits to all intern's sites; a schedule will be provided to hosts and interns prior to June 3, 2019.

d) **Additional Program Activities**
There may be 3-5 additional professional development and/or cultural activities for all Interns to participate in. Specific topics, dates, and times are TBD and will be scheduled with consideration for the Interns availability and in coordination with all parties.

4) **Business Mentor**
Intern is expected to have weekly communication with mentors via a face-to-face meeting, phone call, or email correspondence. Host agrees to allow Intern to have at least one (1) meeting at the Host site where the Intern can convey to the Mentor a stronger understanding of the Host and internship Project. Meetings should take place at the convenience of all parties and should not detract from Intern's full-time schedule.

5) **Program Evaluation**
Host agrees that the Host Supervisor will be required to complete a mid-summer check in and final evaluation by specified deadlines.

6) **Conflict Resolution**
Should any difficulties arise in the working relationship with Intern, Host may contact Jovan Johnson, who will make every attempt to resolve the conflict. The Host reserves the right to terminate Intern's placement with if, in its judgment, such action is necessary. Host may consult with Jovan Johnson before making the decision to terminate. In the event of termination, Host agrees to return to Bravo the unexpended balance of the stipend, if any. If intern, for any reason does not continue with the program, arts host also agrees to return to Bravo any unexpended balance.

7) **Publicity Permission and Liability Release**

Host hereby gives permission to Bravo and Americans for the Arts to use photos of Host employees for publicity purposes, and in promotional materials and materials that may be created for promotion of the DIAL Internship program. Host grants to Bravo and Americans for the Arts and persons acting through them the right to use, reproduce, assign, publish and/or distribute photographs, films, videotapes and/or sound recordings for use in materials they may create and in all media now known or hereafter developed. In conjunction with the forgoing, Host hereby releases, holds harmless, and discharges Bravo and Americans for the Arts and their employees, officers, directors, shareholders, members, agents, representatives, contractors, successors, and assigns, of and from any and all liability whatsoever in connection with the use of an image of a Host employee and the reproduction thereof as described above, and waive any right to inspect or approve, in whole or in part, the materials in which that image may be used. Host further releases any claim in connection with the above use or uses, including, but not limited to, claims relating to defamation, rights of privacy or publicity, confidentiality, copyright, unjust enrichment, or monetary reimbursement.

8) **Acknowledgement**

Any public or internal references to the Intern's placement at the Host organization should refer to program/placement as part of the "Diversity in Arts Leadership Internship Program supported by Bravo Greater Des Moines in partnership with Americans for the Arts."

9) **Indemnification**

Host shall indemnify, defend and hold harmless Bravo, Americans for the Arts, and their respective officers, directors, members, employees, agents and volunteers [collectively the "Indemnitees"] and each of them, from and against any and all claims, demands, liabilities, losses, damages, actions, judgments, costs, expenses, fines and reasonable attorneys' fees (collectively, "Claims"), that Indemnitees, or any of them, may incur or suffer, arising from or in connection with (a) Host's breach of any term or condition of this Agreement; (b) the Project or the Host's engagement, employment and supervision of the Intern; (c) the Host's or Intern's breach of any ordinance, law, statute or regulation, including without limitation, employment laws, tax compliance and reporting laws and regulations, discrimination laws, and worker's compensation coverage; or (d) Claims asserted by any person related to any act or omission or breach of duty of the Intern, or of the Host, or of its officers, directors, members, employees, agents and volunteers .

10) **Insurance**

Host, at its sole cost and expense, shall maintain adequate insurance coverage, meeting or exceeding the amounts set forth below, for itself and the Intern to protect Bravo, from any losses that arise out of the obligations under this Agreement. Such insurance shall be satisfactory to Bravo, in its discretion, shall cover any claims that may arise out of an incident occurring during the term of this Agreement, and shall be occurrence-based or claims-made (with an appropriate tail) coverage, as applicable. Host shall name Bravo as an "Additional Insured" on all liability insurance coverage maintained hereunder and shall name Bravo as a "Loss Payee" under all property insurance coverage. Upon request by Bravo, Host shall furnish certificates of insurance showing that the required insurance is in force and satisfies all requirements stated in this Section. Required insurance coverage includes the following:

a) Commercial general liability insurance in the amount of at least two million dollars ($2,000,000);

b) Statutory workers' compensation insurance or equivalent as prescribed by applicable law;

c) Employers liability insurance as prescribed by applicable law;

d) Automobile liability insurance in the amount of at least one million dollars ($1,000,000); and,

e) Umbrella coverage in the amount of four million ($4,000,000) per occurrence in excess of the other insurance coverage described herein.

## 11) Miscellaneous

**Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

**Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

**Modifications; No Waiver**. No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by all the parties hereto. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

**No Assignment**. This Agreement is personal between the parties and shall not be assigned by either party without the prior written consent of the other party. Any assignment in violation of this Agreement shall be null, void and of no effect.

**Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed, construed and interpreted in accordance with the laws of state of Iowa, without giving effect to principles of conflicts of law.

**Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Bravo's books and records.

**Survival.** Host's covenants and warranties to Bravo herein shall survive the termination of this Agreement and remain enforceable for the longest period of time permitted by law.

**Binding Effect.** This Agreement is binding on the parties hereto, and their successors and assigns.

JURY WAIVER. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Signature Page Follows]

With intent to be bound, Host and Bravo executes this Engagement Letter on the date first above written:

**Bravo Greater Des Moines, Inc.**

by _____
Sally Dix, Executive Director

**Agreed to and accepted by the undersigned on this _____ day of _____, 2019.**

HOST AGENCY

by _____
Executive Director or other authorized officer

**CITY OF WEST DES MOINES IOWA,**
an Iowa municipal corporation

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

STATE OF IOWA )
) SS:
COUNTY OF POLK )

On this 6th day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **STEVEN K. GAER and RYAN T. JACOBSON**, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF WEST DES MOINES, IOWA,** an Iowa municipal corporation; that the record was signed on behalf of the corporation, by authority of its City Council as contained in Motion _____ approved on the 6th day of May, 2019 and that **STEVEN K. GAER and RYAN T. JACOBSON** acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

_____
Notary Public in and for the State of Iowa