

MEMORANDUM OF UNDERSTANDING BETWEEN
MISSOURI STATE COUNCIL ON THE ARTS AND
CITY OF COLUMBIA, MISSOURI, ON BEHALF OF ITS CONVENTION AND VISITORS BUREAU
FISCAL YEAR 2025

This Memorandum of Understanding (this "MOU") is entered into by and between the Missouri State Council on the Arts (the "Council") and **City of Columbia, Missouri, on behalf of its Convention and Visitors Bureau** ("Recipient", and together with the Council, the "Parties" and each a "Party") in order to transfer funds appropriated by the Missouri State Legislature in the amount of **\$29,800** (such funds, the "Appropriation"). This MOU shall be effective ~~July 1, 2024~~, and shall continue in force through June 30, 2025, unless amended by the Parties' mutual written consent or terminated in accordance with this MOU.

The Council and Recipient agree to the following: *on the date of the last signatory note J. L. Low*
Michael Donnan
11/22/2024

1. The Council has authorized the Appropriation to be distributed to Recipient from the Missouri Humanities Council Trust Fund (Fund Number 0177) as appropriated by the Missouri State Legislature pursuant to [House Bill [2012]] for Fiscal Year 2025 (the "Legislation").
2. Funds authorized under this MOU shall be drawn quarterly from the Council's accounts. The quarterly invoices will be based on distribution determined by the Legislation.
3. Recipient understands and agrees that the Appropriation amount may be reduced unilaterally by the State of Missouri due to the unavailability of funds or reduced appropriation authority, including, but not limited to, withholdings made pursuant to MO. Const. Art. IV §27. Recipient further understands and agrees that neither the Council nor the State of Missouri shall be liable for any costs associated with termination caused by lack of funds, appropriations or withholdings.
4. Recipient agrees that the Appropriation shall be used solely for the purpose set forth in the Legislation.
5. Except as set forth in the Legislation, Recipient agreed that funding provided by this MOU shall not be used to pay for any current or future debts or deficits of the Recipient.
6. Recipient agrees that it will conform to the following condition:
 - (a) **Appropriation must be used for a celebration during the month of June commemorating the emancipation of black slaves in the United States.**
 - (b) **Recipient shall repay to Missouri Arts Council any Appropriation that Recipient receives but does not spend on approved expenses, with such repayment due for receipt by Missouri Arts Council on or before June 30, 2025.**
7. Recipient agrees that Council and governmental auditors and representatives shall have access to any and all books, documents, papers, memoranda, and other records for the purpose of audit or examination of any information submitted to the Council by Recipient, and/or the receipts and disbursements of the Appropriation made available to Recipient from any source under this MOU. Recipient further agrees that costs to resolve or ameliorate any audit exception noted by governmental auditors or representatives shall not be reimbursed by the Council and shall be the sole responsibility of the Recipient. The Recipient agrees that it will maintain adequate records to substantiate all information reported for a period of no less than four (4) years.
8. Recipient agrees that it will furnish a completed Final Report to the Council no later than thirty (30) days after the completion of the Project, or by July 21, 2025, whichever occurs first.
9. Recipient agrees to comply with all civil rights and anti-discrimination laws, and further agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status.
10. Recipient shall not knowingly employ any person who is an unauthorized alien and, to the extent applicable, shall comply with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual is not an unauthorized alien.

11. Recipient agrees to furnish the Council with the following, if applicable:

Recipient receiving over \$5,000 with paid staff or contracted individuals must complete and sign (1) the E-Verify Certification and (2) submit a copy of the fully-executed E-Verify Program for Employment Verification Memorandum of Understanding between Recipient and the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and Social Security Administration.

Recipient receiving over \$5,000 with no paid staff or contracted individuals must complete the All-Volunteer Certification.

Recipient receiving \$5,000 and under are exempt from E-Verify.

12. Either Party may terminate this MOU without penalty by giving thirty (30) days advance written notice to the other Party at the address designated below. Recipient may not submit any invoices for expenses incurred after submission or receipt of a notice of termination. The Council, in its sole discretion, may require the Recipient to return any amount of the Appropriation distributed to Recipient prior to termination.

Missouri Arts Council
815 Olive Street, Suite 16
Saint Louis, MO 63101-1503

City of Columbia, Missouri, on behalf of its
Convention and Visitors Bureau
300 South Providence Road
Columbia, MO 65203

Add Attached Clauses 13+14 here

All four lines below must be completed before pressing Finish Signing.

Signatures:

Approved as to form:

DeCarlon Seewood

City Counselor

RECIPIENT'S AUTHORIZING SIGNATURE

DeCarlon Seewood

RECIPIENT'S AUTHORIZING OFFICIAL NAME

City Manager

RECIPIENT'S AUTHORIZING OFFICIAL TITLE

11/19/2024

DATE

Michael Donovan

EXECUTIVE DIRECTOR, MISSOURI STATE COUNCIL ON THE ARTS

11/19/2024

DATE

13. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws. *Michael Donnan*
11/22/2024

14. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement. *Michael Donnan*
11/22/2024