

MEMORANDUM OF UNDERSTANDING

Between

The Creative Communities Alliance, and Participating Regional Communities

This Memorandum of Understanding (hereinafter, “MOU”, or “Agreement”) details the respective roles and responsibilities, criteria and procedures to be implemented by the parties hereto (hereinafter “Parties, or “Party”) in furtherance of the Creative Communities Alliance, a collaboration of communities within the State of Missouri who have executed a MOU in substantially the form hereof in order to work together to inspire and bring creativity thereto (hereinafter, the “CCA”), in conformance with the laws of the State of Missouri and applicable local and federal law.

The Parties to this MOU shall be:

- The CCA and its participating Communities, and
- The undersigned community within the State of Missouri and Kansas (hereinafter, together the “Communities”, or separately a “Community”).

WHEREAS, the Parties will have various roles and responsibilities in the planning, development, implementation and financing of projects created and proposed by the CCA; and

WHEREAS, there is a need to clarify the process under which the planning, development, implementation and financing of the CCA and projects created and proposed by the CCA are conducted by the Parties.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

The Parties shall cooperatively support and implement the roles, criteria, and procedures described herein so that the plans, programs and activities adopted and undertaken by the appropriate Parties hereto are in conformance with local, state and federal law.

I. PURPOSE

This MOU is intended to provide a framework for the planning, development and financing of the CCA and projects created and proposed by the CCA for implementation within the State of Missouri and the State of Kansas. It is intended to encourage relationships between Communities, artists and other creative people and organizations, as well as to facilitate the appreciation and implementation of creativity in various shapes and forms throughout the region and to foster multicultural communities therein. By streamlining these processes and building relationships, the CCA is intended to facilitate creativity for and within Communities, with minimal cost and a short-term commitment.

II. RESPONSIBILITIES OF THE PARTIES

A. The responsibilities of the CCA under this MOU include:

- Creating a member voting board consisting of representatives of each of the participating Communities.
- Creating a five-member Executive Board consisting of a President, Vice President, Secretary, Treasurer and Member at Large. The Executive Board and its member officers will include but not be limited to organizing meetings, reviewing CCA program proposals, executing agreements and other documents, setting up budgets and taking notes at meetings.
- Creating and proposing CCA-related standards and policies for Communities.
- Providing website and social media marketing support for the CCA.

B. The responsibilities of each Community under this MOU include:

- Devising and implementing fair and open selection processes for each project created and proposed by the CCA in which Community agrees to participate.
- Acquiring by written agreement all right(s) necessary to display or otherwise utilize third-party works for each project created and proposed by the CCA in which Community agrees to participate.
- Coordinating with artists and any other relevant parties the installation, display, performance and/or other utilization of third-party works for each project created and proposed by the CCA in which Community agrees to participate.
- Maintaining the quality of each project created and proposed by the CCA in which Community agrees to participate during its period of display or other utilization, including without limitation cleaning and repairing any such artwork, support structures and/or name plates as reasonably necessary.
- Procuring suitable insurance coverage for each project created and proposed by the CCA in which Community agrees to participate during its period of display or other utilization.
- Providing reasonable marketing support for Community's display or other utilization of each project created and proposed by the CCA in which Community agrees to participate.
- Presenting in advance to the CCA a proposed annual Community budget for each project created and proposed by the CCA in which Community agrees to participate during the following year.
- Paying an annual membership fee for each year of that Community's CCA membership. The 2026 CCA annual membership fee shall be \$50.00.
- Voting on all CCA-related decisions, provided that (i) a Community representative attends at least fifty (50) percent of all CCA meetings within each one (1)-year period of CCA membership and it has paid the annual fee, (ii) the Community has implemented all standards and policies submitted to it by the CCA, and (iii) the Community has not violated such standards and policies. If a Community has not implemented all standards and policies submitted to it by the CCA, such Community shall show an intent to implement such standards and policies. A Community will

not however be a voting member of the CCA until it shall have met all standards and policies submitted to it by the CCA.

III. PUBLIC INVOLVEMENT

To facilitate effective planning and programming activities, all Parties shall, to the maximum extent practical, coordinate their public information efforts and seek joint opportunities for public involvement as provided. Such coordination shall ensure that the maximum opportunity to involve the citizens and elected officials of the Communities, including underrepresented groups in the area as well as the general public.

IV. PROJECT IMPLEMENTATION

Each Community will be responsible for its specific implementation of each project created and proposed by the CCA in which it agrees to participate, including without limitation any artist selection process, necessary jurisdictional approval, permitting, equipment rental, material purchases, insurance procurement, installation, and ensuring adherence to the maintenance plan and financial tracking of all expenditures, subject to the terms of this Agreement and the project-specific Memorandum of Agreement.

The CCA Executive Board will undertake regular performance monitoring, including the periodic tracking of timeline adherence, community engagement adherence, budget adherence, and adherence to the maintenance plan. The Parties agree to provide available data to support their adherence to this Agreement.

If for any reason the responsible Parties are unable or unwilling to assume these assignments of responsibility, the Parties may confer and decide in a cooperative process the appropriate Party or Parties to undertake the project development and implementation, provided that no costs may be imposed on a Community without its approval.

V. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

All Parties shall comply with all applicable local, state and federal laws and regulations. Nothing in this MOU alters, or seeks to alter, the existing statutory authority of any Party under local, state or federal law. If any of the provisions of this MOU are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

VI. ENTIRETY OF AGREEMENT, MODIFICATIONS, AMENDMENTS AND COUNTERPARTS

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. No modifications will be enforceable except in writing and signed by all Parties. Any Party may request changes to this MOU at any time by written notice to the other Parties' signatories of this Agreement. Such changes as are mutually agreed upon by and between the Parties shall be incorporated in written amendments to this MOU executed in the same manner as original MOU approval. This Agreement may be signed in any number of counterparts.

VII. CESSATION OF SUPPORT

The CCA, in consultation with Community or Communities, has the unilateral right to cease supporting the efforts of any Community participating in a CCA-related project that is not in compliance with the requirements and/or spirit of this MOU.

VIII. NOTIFICATION

Any official notifications between the parties to this MOU that would substantially affect the terms or conditions of this MOU shall be directed to the offices of the signatories to this Agreement.

IX. DURATION

This Agreement shall remain in full force and effect for the duration of the undersigned Community's CCA membership or until each project created and proposed by the CCA in which Community agrees to participate has been completed, whichever is longer, or until the parties otherwise mutually agree to terminate the Agreement.

X. NO WAIVER OF IMMUNITIES

In no event shall the language of this MOU 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.

XI. NO THIRD-PARTY BENEFICIARY

Except as set forth herein, no provision of this MOU is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such Person a third-party beneficiary under the MOU.

XII. ELECTRONIC SIGNATURE

This MOU 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 MOU or any notice delivered pursuant to this MOU, shall be deemed to have the same legal effect as original signatures on this MOU.

XII. GOVERNING LAWS, JURISDICTION AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of Missouri. In the event that any dispute arising out of this Agreement results in litigation, arbitration, or mediation, such action or proceeding will be brought within the state or local courts of Missouri. Mediation of any dispute arising out of this Agreement will be submitted for mediation in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

CREATIVE COMMUNITIES ALLIANCE

Kat Schien
Signature

02/18/2026
Date

Kathryn Schien, CCA Board Member
Name, Title

COMMUNITY

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager/sd
Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/bt

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 11004610-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Finance Director