

CULTURAL AFFAIRS PROGRAMMING GRANT AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and **Grant Recipient Name**, a **Grant Recipient Type** organized in the State of Missouri (hereinafter "Grant Recipient") is entered into on the date of the last signatory noted below (the "Effective Date"). City and Grant Recipient are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Grant Recipient has submitted its application for cultural affairs funding of its Program to the Office of Cultural Affairs ("OCA"); and

WHEREAS, the Commission on Cultural Affairs has reviewed the Grant Recipient's application and recommended the city provide grant funding for the Program; and

WHEREAS, the use of cultural affairs grant funding for Grant Recipient's Program will further public awareness of, accessibility to, participation in and support for the artistic and cultural development of the city.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. **Approved Program.** Grant Recipient's approved Program is described in Exhibit A. Grant Recipient agrees that it will make no material changes in the approved Program unless such changes are approved in writing by City prior to the Program.

2. **Grant Amount.**

a. City agrees to provide cultural affairs grant funding to Grant Recipient in the amount of **Written Dollar Amount** (\$ **Numerical Dollar Amount**) in exchange for Grant Recipient conducting the Program and providing the services set forth in Exhibit A.

b. Grant Recipient agrees that it is responsible for all funds made available to Grant Recipient by this Agreement and further agrees that it will reimburse to City any funds expended in violation of city, state, or federal law or in violation of this Agreement.

3. **Payment; Approved Categories of Expenditures; Use of Funding**

a. Payment shall be made as follows. City shall pay ninety percent (90%) of the grant amount within 30 days of Effective Date. City shall retain ten percent (10%) of the grant amount pending completion of the Program and the receipt of Grant Recipient's final report within forty-five (45) days of the end of the Program. If the Grant Recipient fails to file a final report with OCA within ninety (90) days of the completion of the Program, the ten percent (10%) retained shall be forfeited to City and Grant Recipient

shall not be eligible to apply for OCA grant funding until such unmet requirements are fulfilled.

b. Grant Recipient may only spend grant funds on the following approved categories of expenditures:

- Fees for artistic and/or technical services for the approved Program
- Equipment Rentals for the approved Program
- Supplies and Materials for the approved Program
- Travel for the approved Program
- Promotion and Publicity for the approved Program
- Other: **Additional Category**

c. Grant Recipient agrees that all funds received from City will be expended in accordance with the terms set forth herein and none of the funds shall be diverted to any other use or purpose, except as recommended by the Commission on Cultural Affairs and as approved by the City Council.

4. Audit; Access to Records.

a. Grant Recipient agrees that it is subject to audit and review on request by City. Full records of all expenditures and disbursements and any income from the provision of the Program described in Grant Recipient's proposal shall be kept and open to City inspection during regular business hours.

b. If Grant Recipient has a financial audit prepared, that report shall be furnished to the OCA. Grant Recipient agrees to provide OCA with copies of all financial documentation no later than ninety (90) days following the last day of the funded program, as outlined in the Post-Event Documentation Procedures established by OCA. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Grant Recipient does not provide financial documentation, Grant Recipient may not be eligible for future funding. This paragraph does not limit other remedies available to the City in the event Grant Recipient breaches this Agreement.

5. Recognition. Grant Recipient agrees that it will include the City of Columbia and its Office of Cultural Affairs logo or the following credit line in all advertising, catalogues, flyers, posters, literature, film/video credits, news releases, printed programs, public broadcasts, promotion and publicity set out in a prominent location and type size: "Financial assistance for this Program has been provided by the City of Columbia, Office of Cultural Affairs."

6. Postponements; Cancellations.

a. Postponement. The OCA Manager may approve the continued use of grant funding for a postponed Program, provided that the rescheduled date(s) occur within the Term of the Grant Agreement.

b. Cancellation. Should the Program be cancelled by Grant Recipient, Grant Recipient shall, within thirty (30) days, refund to the City all money paid by the City.

7. Term. The term of this Agreement shall commence on the Effective Date, and shall continue until the date that is one year from the Effective Date.

8. Termination Provisions.

a. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.

b. By Convenience. With ten (10) days written notice, either Party may terminate this Agreement for convenience. If terminated by Grant Recipient, Grant Recipient shall return all grant funding.

c. By Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.

9. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Grant Recipient shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Grant Recipient, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Grant Recipient or a subcontractor for part of the services), of anyone directly or indirectly employed by Grant Recipient or by any subcontractor, or of anyone for whose acts the Grant Recipient or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Grant Recipient to indemnify, hold harmless, or defend the City of Columbia from its own negligence. This clause shall survive termination of this Agreement.

10. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

11. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

12. Governing Law and Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

13. General Laws. Grant Recipient shall comply with all federal, state, and local laws, rules, regulations, and ordinances. Grant Recipient shall also comply with any public health or safety orders. Grant Recipient shall obtain any permits or licenses needed for the Program.

14. Employment of Unauthorized Aliens Prohibited. If this Agreement is an award of a contract or grant in excess of five thousand dollars, Grant Recipient agrees to comply with Missouri State Statute Section 285.530 in that Grant Recipient shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract or grant, Grant Recipient shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Grant Recipient shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Grant Recipient shall require each subcontractor to affirmatively state in its contract with Grant Recipient that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Grant Recipient shall also require each subcontractor to provide Grant Recipient with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

15. Americans with Disabilities Act. Grant Recipient shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. Grant Recipient shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this Agreement are conditional upon Grant Recipient certifying to the City in writing that the Program complies with the Americans with Disabilities Act and 28 CFR Part 35.

16. Nondiscrimination. During the performance of this Agreement, Grant Recipient shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, or any other protected category. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.

17. 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.

18. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia
Office of Cultural Affairs
P.O. Box 6015
Columbia, MO 65205-6015
Attn: Manager

If to Grant Recipient:

If to Grant Recipient line 1
If to Grant Recipient line 2
If to Grant Recipient line3
If to Grant Recipient line 4
If to Grant Recipient line 5

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

19. Counterparts and Electronic Signatures. 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.

20. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Grant Recipient's Program Proposal

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

21. Entire Agreement. This Agreement represents the entire and integrated Agreement between Grant Recipient and City. All previous or contemporaneous agreements, representations, promises and conditions relating to grant funding of Grant Recipient's Program described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Sheela Amin, City Clerk

By: _____
Nancy Thompson, City Counselor/rw

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.

Matthew Lue, Director of Finance

GRANT RECIPIENT

By signing below I certify that I have the authority to bind the Grant Recipient to the Terms of this Agreement.

By: _____

(Printed Name)

Title: _____

IRS-EIN: _____

Date: _____

ATTEST:

By: _____

(Printed Name)

EXHIBIT A
Grant Recipient's Program Proposal