

CULTURAL AFFAIRS PROGRAMMING
GRANT AGREEMENT – Artist Laureate Program

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Audra Sergel, an individual (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, the City's Office of Cultural Affairs (OCA) has implemented an Artist Laureate Program funded by the Missouri Arts Council, a state agency; and

WHEREAS, OCA issued a Call for Artists on November 10, 2025 for the Program, which is attached hereto as Exhibit C;

WHEREAS, Grant Recipient has submitted its application for OCA's 2026 Artist Laureate Program; and

WHEREAS, the Commission on Cultural Affairs has reviewed the Grant Recipient's application and recommended selection of the Grant Recipient for the 2026 Artist Laureate Program; and

WHEREAS, the use of OCA's 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.
 - a. Grant Recipient's approved Program is described in the Scope of Work attached hereto as **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.
 - b. Location of Program: The location of the Program must be within the City limits of Columbia, Missouri, at a location that is accessible to the persons with disabilities in accordance with the Americans with Disabilities Act, and its implementing rules, regulations and guidance.
 - c. The Program shall not be used for events that involve fundraising components.
 - d. Schedule: Grant Recipient shall execute the approved Program in accordance with the timeline contained in the Schedule of Work, which is attached as **Exhibit B**.

2. Grant Amount.
 - a. City agrees to provide grant funding to Grant Recipient in the amount of five thousand dollars (\$ 5,000.00) 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.
 - c. Grant funding may only be used to fund Program(s) that occur after the Effective Date and prior to contract termination.

3. Payment; Approved Categories of Expenditures; Use of Funding
 - a. Payment shall be made to the Grant Recipient in the following installments:

One thousand dollars (\$1,000.00) upon execution of this Agreement.

One thousand five hundred dollars (\$1,500.00) upon completion of workshops as set forth in Exhibits A and B.

One thousand five hundred dollars (\$1,500.00) upon completion of music composition as set forth in Exhibits A and B.

One thousand dollars (\$1,000.00) upon completion of final performance and recording and archive materials provided to the City as set forth in Exhibits A and B.
 - b. 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. Compliance with Call for Artist; Grant Agreement. Grant Recipient agrees to comply with all provisions of the City's Call for Artist attached hereto as **Exhibit C** and the Grant Agreement between the City and the Missouri State Council on the Arts attached hereto as **Exhibit D**.

6. Recognition. Grant Recipient agrees that it will include the Missouri Art Council and the City of Columbia and its Office of Cultural Affairs logos and 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 Missouri Arts Council, a state agency, and the City of Columbia, Office of Cultural Affairs."**

7. 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. If the Program is a series and the cancellation involves only a portion of the series, the City, in its sole discretion, may allow a reduction in the repayment amount due in direct proportion to the ratio of events that were not cancelled.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Nondiscrimination. During the performance of this Agreement, Grant Recipient shall not discriminate against any employee, applicant for employment or recipient of services because of any category protected under federal, state or local law. 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.

18. 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.

19. 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:
Audra Sergel
4480 W. Country Hill Dr.
Columbia, MO 65203

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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.

20. 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.

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

<u>Exhibit</u>	<u>Description</u>
A	Scope of Services
B	Schedule of Work
C	City November 10, 2025 Call for Artist
D	Grant Agreement – City and Missouri State Council on the Arts

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

22. 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'Carlon 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 11004630-504990 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: Audra Sergel

Date: 2/24/26

ATTEST:

Exhibit A Scope of Work

Audra Sergel's Artist Laureate project is titled "When a City Sings: Columbia in Concert," a participatory original choral and storytelling project that invites community members of all ages to share their voices, stories and values through music. By centering listening, shared authorship, and collaboration, the project uses the musical mirror to reflect the city back to itself and strengthen our civic and personal connections through collective sound. The original choral and spoken word concerto would be created through a year-long process of listening and bringing our community together. The participants' words, stories, ideas, and emotional truths would form the foundation of the music and choral work itself. The artist will include workshops and a series of "Community Voice Circles" hosted in collaboration with local organizations as generative spaces of sharing that shape the work itself. In addition to participant workshops, the artist will offer a presentation component that makes the creative process visible. This might include a short talk-through of how community input becomes musical structure, lyric, and form, demystifying composition and reinforcing the idea that art is made through listening as much as expression.

Components of the project include a variety of workshops geared towards different segments of the community including Community Story Circle Workshops, Elementary and Youth Songwriting Workshops, and adult "From Story to Song" workshops.

The artist will use the material generated from the workshops to compose an original choral composition. The culmination of the project will be a free concert where the original work is performed by a collaboration of community choirs and musicians.

The artist will also participate in City of Columbia events including the Celebration of the Arts (held in August or September 2026) and the Columbia Values Diversity Celebration (held in January 2027).

Exhibit B Schedule of Work

April-May 2026: Workshop planning and promotion of project.

June-August 2026: Workshops hosted throughout the city.

August/September 2026: Participation in Celebration of the Arts.

July-October 2026: Artist composes music composition.

November 2026-February 2027: Community music groups rehearsals for composition and final edits to piece.

January 2027: Participation in Columbia Values Diversity Celebration.

March 2027: Performance with community choirs and musicians. Recording and archive materials provided to City staff.

Exhibit C
City's Call for Artists

CALL FOR ARTISTS

Artist Laureate Program



Deadline to Apply

Friday
Dec. 19, 2025
at 5 p.m.



Access the online submission form at CoMo.gov/arts or scan the QR code on the left to apply.

City of Columbia, Missouri – 2026 Term

The City of Columbia invites experienced Columbia artists to apply for the 2026 Artist Laureate Program. The program recognizes experienced artists, providing further opportunities to educate, advocate and represent our diverse community through creative initiatives. Laureates serve for a one-year term.

Disciplines for consideration include:

- Fine and Visual Arts
- Performing Arts
- Literary Arts

Compensation

The selected artist will receive a commission of \$5,000.

Send inquiries to the City of Columbia Office of Cultural Affairs 573.874.6387 or OCA@CoMo.gov



The Program Projects

Applicants will be asked to provide a survey of their past work and detailed proposals for the three creative elements of the program:

- The creation of an original work of art inspired by Columbia, which will have an opportunity for public display or presentation.
- An educational workshop or presentation.
- A community engagement project.

The selected Artist Laureate will also represent the City and its creative community by exhibiting their practice and expertise at local City events, such as the Celebration of the Arts and the Columbia Values Diversity Celebration.

Budget

The selected artist will receive a commission of \$5,000. The amount includes all costs of materials, fabrication, installation, and workshop or presentation-related expenses.

Artist Eligibility

- Applicants must be at least 18 years of age.
- Applicants must be legal residents of the United States residing in Columbia, Missouri for at least three years.
- Applicants must have a recent public portfolio and not be enrolled in degree programs.
- Applicants must have exhibited, performed, presented, or published artistic work within the last three years.
- City employees, board and commission members are ineligible.

All applicants, regardless of race, sex, religion, nationality, origin or disability, will be considered.

Artist Selection Process

The City's Commission on Cultural Affairs—made up of artists, arts professionals, community representatives and project staff—will serve as the selection panel to review applications and choose finalists.

The number of finalists is not pre-determined. Applications will be evaluated on the basis of artistic and technical merit and strength of past work, including:

- Artistic quality (50%): Uniqueness and originality demonstrated through work samples.
- Community impact (35%): Engagement potential, collaboration, and outreach efforts.
- Record of artistic activities (15%): Recognitions and achievements.

Applicants will be asked to provide detailed proposals for the three creative elements of the program and a survey of their past work. The City's Commission on Cultural Affairs will select the finalists. The finalists will then be invited to interview with the Commission to present their proposals and answer questions from the Commission.

Within one month of the Commission's final choice of artist, a fine-tuned proposal and agreement will be established. The proposal will be reviewed and approved by City Council before the one-year term begins.

Timeline

- Application deadline is Friday, December 19, 2025 at 5 p.m. Late and incomplete submissions will not be considered.
- January 2026: Commission on Cultural Affairs reviews applications.
- February 2026: Commission interviews and selects finalists.
- March 2026: City Council approves contract to begin same month.

Application Information

To be considered, submit the following via online form. Hard copy applications will not be accepted:

- Current résumé
- Contact information for two professional references
- A selection of 5-10 examples of completed works, performances, or projects (submitted electronically)
- A statement of interest that outlines how you might approach the three creative elements of the program if selected, how this program could relate to your current work, etc. (three specific questions in the application).

The online form will also include the following questions:

- Are you currently employed by the City of Columbia? [Yes / No]
- Is your partner and/or immediate family employed by the City of Columbia? [Yes / No]
- Do you currently serve on a board or commission for the City of Columbia? [Yes / No. If yes, please explain.]

Do not send any materials not specifically requested. If sent, they will not be reviewed by the selection panel.

Terms and Conditions

This request for proposals (RFP) does not commit the City of Columbia (City) to enter into an agreement with any applicant and is not an offer for contract. All City arts programs are contingent upon availability of funds. At its sole discretion, the City may reject any or all applications, may modify or terminate the application or selection processes and without prior notice. Applicant agrees that all materials submitted become the property of the City and shall not be returned. Notwithstanding the foregoing, the applicant shall retain all copyright in the work which may be held by the applicant. The applicant certifies that the information contained in the application is true and correct to the best of his or her knowledge. The City is not responsible for damage or loss of materials submitted. Failure to comply with all the requirements of this RFP will constitute an invalid application.

Reservation of Rights

The City of Columbia (City) reserves the right at any time to supplement, amend or otherwise modify this solicitation and to request additional information from any participating artists for any reason and without prior notice. In addition, the City reserves the right to accept or reject at any time prior to the commissioning of a work, any or all proposals; to waive any defect or technicality; and to advertise for new requests for qualifications.



This program is being implemented by the City's Office of Cultural Affairs and is funded by a grant from the Missouri Arts Council, a state agency.

Exhibit D
Grant Agreement

GRANT AGREEMENT OVER \$5,000

Grant Number: 2026-5998

Project: 2025-2026 Arts Council Operating Support

This is an agreement made on July 1, 2025, between the Missouri State Council on the Arts (the "Council") and City of Columbia, Missouri, on behalf of its Office of Cultural Affairs (the "Grantee").

What the Grantee Agrees to Do:

1. Complete the Project - The Grantee will complete the project as described in the proposal using their own staff, space, equipment, and supplies.
2. Project Timeline - The work must be done between July 1, 2025 and June 30, 2026.
3. Funding - The Council will give up to **\$28,938** toward the project, but:
 - The Grantee must finish the project as planned.
 - The Council will pay no more than 50% of the total project cost unless otherwise approved.
 - If the state does not have enough money, the Council can reduce or cancel the grant without responsibility for any costs.
4. No Paying Debts - Grant money cannot be used to pay off debts.
5. Give Credit - The Grantee must publicly credit the Missouri Arts Council, including the MAC logo and this sentence: **"Financial assistance for this project has been provided by the Missouri Arts Council, a state agency."** This may include the website or other digital location (with link to MAC), advertising, printed material, slide presentations, electronic media, posters, credits, public announcements, and media releases.
6. Key People - If specific people were named in the proposal, the Grantee cannot replace them without permission.
7. Let Us Know If Plans Change - The Grantee must tell the Council in writing if they cannot do the project as planned. This may require release of all or some funds.
8. Payments Can Be Held - The Council can delay payment if the Grantee has not met all past or current grant requirements.
9. Special Conditions - If there are any extra requirements, the Grantee must follow them.
10. Proposal Changes - Any changes to the plan, staff, or timeline must be approved in advance.
11. Getting Paid - The Council will reimburse the Grantee for expenses **ONLY** after getting an invoice that documents spending and match (if applicable) during the project timeline. Payments **WILL NOT** be made in advance of expenditures.
12. How to Invoice - The Grantee must:
 - Spend the grant and matching money (if applicable) during the grant period.
 - Be a nonprofit in good standing with the State of Missouri and maintain tax-exempt status with the IRS (if applicable).
 - Have E-Verify documents on file.

- Submit the final invoice by May 26, 2026, or within 30 days of finishing the project, whichever is sooner.
13. Audits - The Council and government can check the Grantee's records for up to 4 years after the project ends. Any costs associated with the audit will not be reimbursed.
 14. Use the Money for the Project Only - Funds must only be used for this project.
 15. Follow the Law - The Grantee must follow all Council policies, and state and federal rules, laws, and executive orders. Legal disputes will be handled in Cole County, Missouri and/or the United States District Court, Western District of Missouri.
 16. Final Report - A final report is due within 30 days of finishing the project, or by July 20, 2026, whichever is sooner.
 17. No Discrimination - The Grantee agrees to comply with all civil rights and anti-discrimination laws, and not to discriminate against any employee or applicant on the basis of race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status, and to make that clear in all job postings and agreements with others working on the project.
 18. E-Verify and Hiring Rules - The Grantee shall enroll in and verify employment eligibility as required by state law, and must follow federal and state rules about hiring legal workers. The Grantee must submit a signed Certification and E-Verify Program for Employment Verification Memorandum of Understanding (if applicable).
 19. If the Rules Are Not Followed - The Council can take the money back if the rules in this agreement are not followed.
 20. Ending the Agreement - Either side can cancel the agreement with 30 days' notice. The Grantee cannot bill for expenses after canceling.
 21. No Transfers - The Grantee cannot hand over this agreement to someone else without the Council's approval.

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

Signatures:

E-SIGNED by De'Carlton Seewood
on 2025-12-16 13:59:44 GMT

GRANTEE'S AUTHORIZING SIGNATURE*

De'Carlton Seewood/sd

GRANTEE'S AUTHORIZING OFFICIALS NAME*

City Manager

GRANTEE'S AUTHORIZING OFFICIALS TITLE*

December 16, 2025

DATE*

Michael Donovan

EXECUTIVE DIRECTOR, MISSOURI STATE COUNCIL ON THE ARTS

12/17/2025

DATE

STATE OF MISSOURI
MISSOURI ARTS COUNCIL
815 OLIVE STREET, SUITE 16
ST. LOUIS, MO 63101-1503
(314) 340-6845
(866) 407-4752 TOLL FREE
(800) 735-2966 TDD

APPROVED AS TO FORM:

E-SIGNED by Nancy Thompson
on 2025-12-11 23:24:26 GMT R.T.

Nancy Thompson, City Counselor

CERTIFICATION:

 O.L.L.

I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Numbers 11004610-500101, 11004610-504801, 11004630-501220, 11004630-504310, 11004630-504592, 11004630-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By:  E-SIGNED by Matthew Lue
on 2025-11-17 16:16:59 GMT

Matthew Lue, Finance Director